



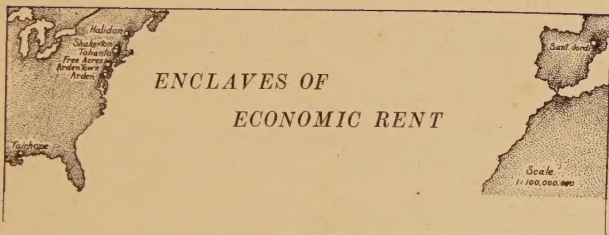


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DR. NORMAN A. WIGGINS



FIRST ANNUAL VOLUME

Enclaves of Single Tax for year 1920, published 1921
Price \$3.00

SECOND ANNUAL VOLUME

Enclaves of Single Tax or Economic Rent for year 1921
published in 1922. Price \$3.00, post-paid

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FOURTH ANNUAL VOLUME

Enclaves of Economic Rent for year 1923
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HARVARD, MASSACHUSETTS

ENCLAVES *of* ECONOMIC RENT

For the Year

1923

*Being a Compendium of the
Legal Documents Involved*

TOGETHER WITH

A HISTORICAL DESCRIPTION

BY

CHARLES WHITE HUNTINGTON

11

Fourth Annual Volume

PUBLISHED BY FISKE WARREN

HARVARD, MASSACHUSETTS

1924

DR. NORMAN A. WIGGINS

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PRINTED  IN U. S. A.

BOSTON

TO THE MAN OF HYMETTUS
THE FIRST ENCLAVIAN
THIS BOOK
IS RESPECTFULLY DEDICATED

Such was the origin and such the vicissitudes of the tyranny of Pisistratus. His administration was temperate, as has been said before, and more like constitutional government than a tyranny. Not only was he in every respect humane and mild and ready to forgive those who offended, but, in addition, he advanced money to the poorer people to help them in their labours, so that they might make their living by agriculture. In this he had two objects, first that they might not spend their time in the city but might be scattered over all the face of the country, and secondly that, being moderately well off and occupied with their own business, they might have neither the wish nor the time to attend to public affairs. At the same time his revenues were increased by the thorough cultivation of the country, since he imposed a tax of one-tenth on all the produce. For the same reasons he instituted the local justices, and often made expeditions in person into the country to inspect it and to settle disputes between individuals, that they might not come into the city and neglect their farms. It was in one of these progresses that, as the story goes, Pisistratus had his adventure with the man of Hymettus, who was cultivating the spot afterwards known as "Tax-free Farm." He saw a man digging and working at a very stony piece of ground, and being surprised he sent his attendant to ask what he got out of this plot of land. "Aches and pains," said the man; "and that's what Pisistratus ought to have his tenth of." The man spoke without knowing who his questioner was; but Pisistratus was so pleased with his frank speech and his industry that he granted him exemption from all taxes. *From the "Oeconomica," Chapter xv, Forster's Translation.*

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INTRODUCTION

A tale is told of a man who, having been long and hopelessly in prison, finally tried the door of his cell, and, finding it unlatched, went out to freedom. A similar revelation has come to a few Single Taxers.

Multitudes since the time of Henry George have believed in single tax, and have represented their belief by somewhat hopelessly agitating for legislation. But during all this period the way was open to achieve the same end without it. This way has been followed by a few persons, and the eight resulting areas in which single tax exists shine like minute white stars against the darker background.

Some one once said to Charles Lamb, "There is a spot upon your coat, Mr. Lamb." "Clean spot, you mean," rejoined he.

These clean spots, as being enclosed by the huge system from which they have freed themselves (each in its own degree), are called "enclaves," and are described in the following pages.

In the area (3,574,542 square miles, excluding the water area in the United States proper), comprehended by the United States, including Alaska, Hawaii, and Porto Rico, the seven enclaves represent a proportion of 224 parts in a hundred million; in Andorra, 5000 parts in a hundred million.

Are these enclaves worthy of being expanded? Are they worthy of being multiplied? This book is offered as a part of the evidence.

FISKE WARREN

Shakerton, 1924

ENCLAVES OF ECONOMIC RENT

The word "enclave," as used by Single Taxers, means an area of land where the economic rent is collected under the terms of leaseholds and is used to pay certain of the taxes levied by the town, county, state or nation. Economic rent¹ is such annual payment as represents the value involved in the right to use the bare land, that is, the land considered as being without buildings, crops, trees, etc. There is no provision in any of the enclaves (except Shakerton, where it has not as yet been availed of) for paying the customs or excise tax. A part of both state and federal income tax is now paid in Tahanto.

The history of the five oldest enclaves (there have been no births in Sant Jordi, Shakerton and Ardentown) shows no case of infantile mortality in Free Acres and Halidon; only one each in Arden and Tahanto; and a low rate in Fairhope. In Eden, near Berlin, the death rate for infants covering a period of twenty years was 3.8 per cent; in Letchworth, England, covering a period of ten years, 4 per cent; in Hellerau, near Dresden, 9 per cent; in Germendorf, a settlement near Eden and like it in situation and climate, 18.6 per cent; in England and Wales in 1920, 8 per cent; in Massachusetts in 1922, 8.1 per cent. The death rate in Canada and thirteen European countries in 1922 for white children under one year of age was 8.1 per cent; in the United States, 6.8 per cent. In 1922 in Harvard, of the area of which Tahanto is 4.6 per cent, there were eleven births and no deaths of infants under one year of age; and in Ayer, of the area of which Shakerton is three-tenths of one per cent, there were 49 births and six deaths of such infants.

The following table shows the growth of the enclavial movement since 1911, a growth amounting to 453 per cent, or an annual average of nearly 38 per cent.

<i>Year</i>	<i>Gross Rent</i>		<i>Sq. km.</i>	<i>Sq. miles</i>
	<i>Actual</i>	<i>Basis of 1913²</i>		
1911	\$ 5,109	\$ 5,109	17	7
1912	6,448	6,860	17	7
1913	8,075	7,995	18	7
1914	8,954	8,954	19	8
1915	10,095	10,301	19	8
1916	12,825	12,698	19	8
1917	13,844	10,901	20	8
1918	13,951	7,882	20	8
1919	16,976	8,745	20	8
1920	17,032	8,268	20	8
1921	19,134	8,466	20	8
1922	22,878	15,563	20	8
1923	29,033	19,485	21	8

¹ See page 132.

² See Appendix I.

“THE CONSEQUENCES OF LAND SPECULATION ARE TENANTRY AND DEBT ON THE FARMS, AND SLUMS AND LUXURY IN THE CITIES.”

By Upton Sinclair

I know of a woman — I have never had the pleasure of making her acquaintance, because she lives in a lunatic asylum, which does not happen to be on my visiting list. This woman has been mentally incompetent from birth. She is well taken care of, because her father left her when he died the income of a large farm on the outskirts of a city. The city has since grown and the land is now worth, at a conservative estimate, about twenty million dollars. It is covered with office buildings, and the greater part of the income, which cannot be spent upon the insane woman, is piling up at compound interest. The woman enjoys good health, so she may be worth a hundred million dollars before she dies.

I choose this case because it is one about which there can be no disputing; this woman has never been able to do anything to earn that twenty million dollars. And if a visitor from Mars should come down to study the situation, which would he think was most insane, the unfortunate woman, or the society which compels thousands of people to wear themselves to death in order to pay to her the income of twenty million dollars?

The fact that this woman is insane makes it easy to see that she is not entitled to the “unearned increment” of the land she owns. But how about all the other people who have bought up and are holding for speculation the most desirable land? The value of this land increases, not because of anything these owners do — not because of any useful service they render to the community — but purely because the community as a whole is crowding into that neighborhood and must have the use of the land.

The speculator who bought this land thinks that he deserves the increase, because he guessed the fact that the city was going to grow that way. But it seems clear enough that his skill in guessing which way the community is going to grow, however useful that skill may be to himself, is not in any way useful to the community. The man may have planted trees, or built roads, and put in sidewalks and sewers; all that is useful work, and for that he should be paid. But should he be paid for guessing what the rest of us were going to need?

Before you answer, consider the consequences of this guessing game. The consequences of land speculation are tenantry and debt

THE CONSEQUENCES OF LAND SPECULATION

on the farms, and slums and luxury in the cities. A great part of the necessary land is held out of use, and so the value of all land continually increases, until the poor man can no longer own a home. The value of farm land also increases; so year by year more independent farmers are dispossessed, because they cannot pay interest on their mortgages. So the land becomes a place of serfdom, that land described by the poet, "where wealth accumulates and men decay." The great cities fill up with festering slums, and a small class of idle parasites are provided with enormous fortunes, which they do not have to earn, and cannot intelligently spend.

This condition wrecked every empire in the history of mankind, and it is wrecking modern civilization. One of the first to perceive this was Henry George, and he worked out the program known as Single Tax. Let society as a whole take the full rental value of land, so that no one would any longer be able to hold land out of use. So the value of land would decrease, and everyone could have land, and the community would have a great income to be spent for social ends.

A few years ago, out here in Southern California, a fine enthusiast by the name of Lake North started what he called the "Great Adventure" movement, to carry California for the Single Tax. I did what I could to help, and in the course of the campaign discovered what I believe is the weakness of the Single Tax movement. Our opponents, the great rich bankers and land speculators of California, persuaded the poor man that we were going to put all taxes on this poor man's lot, and to let the rich man's stocks and bonds, his inheritance, his wife's jewels, and all his income, escape taxation. The poor man swallowed this argument, and the "Great Adventure" did not carry California.

So I no longer advocate the Single Tax. I advocate many taxes. I want to tax the rich man's stocks and bonds, also his income, and his inheritances, and his wife's jewels. In addition, I advocate a land tax, but one graduated like the income tax. If a man or a corporation owns a great deal of land, I want to tax the full rental value. If he owns only one lot, I don't want to tax him at all. Some day that measure will come before the voters of California, and then I should like to see the bankers and land speculators of the state persuade the poor man that the measure would not be to the poor man's advantage!

That this measure has not yet come before the voters of any state is due to the unfortunate fact that the Single Tax has become a dogma, just like any of the old-time divine revelations. You must take it just as Henry George recommended it, and if you suggest improvements on it you are a renegade, a betrayer of the sacred cause.

It was just about thirty years ago that Henry George ran for mayor

THE CONSEQUENCES OF LAND SPECULATION

of New York, and did not get elected. In that time the Single Tax has been advocated in many places, and I believe it has yet to carry an election in the United States. So, naturally, there have been some discouraged Single Taxers, and it has occurred to some of them to try another method of applying their ideas. That is the method of the colony.

I have before me a little book, entitled: "Enclaves of Single Tax or Economic Rent," by C. W. Huntington. It is a very modest little volume of a couple of hundred pages, and you may judge how much excitement the publication has caused by the fact, stated in an appendix, that the first printing was one thousand copies, of which ten copies were sold at four dollars per copy, and twelve copies at three dollars per copy, and six hundred and twenty-two are now offered at twenty-five cents apiece! After you have had your laugh over that, I will ask you how many copies of "Paradise Lost" you think were sold in the first two or three years, and how many copies of Shelley's poems?

This book is published by Mr. Fiske Warren, a millionaire paper manufacturer who lives at Harvard, Massachusetts, and believes in the Single Tax by the method of enclaves. He writes a preface to the book, and I suspect he has had something to do with the tone in which it is composed. This tone is one of quiet serenity, the method one of bare statement of the facts. "I am not going to argue with you," Mr. Warren seems to say: "I am not going to plead for social righteousness. I am just going to set the facts down, and wait for the world to absorb their meaning."

I have had the pleasure of knowing Mr. Warren for fifteen years, and that is his way of working, that is his attitude of mind. I have argued with him about it — being myself of a different type of mind, given to expostulations and to boring my friends. I sought to persuade Mr. Warren that a great crisis was impending; that the inequality of wealth in our society, a thing continually growing worse, was bound to bring a smash-up, long before mankind had been persuaded to live in enclaves. To this Mr. Warren answered, in substance: "You may be right; but if this civilization collapses, something else will have to be put in its place, and it may be useful to men to have a model of a better community."

So here are the facts about enclaves. In the first place there is a "Georgian Trust," named, of course, after Henry George. If you are convinced that this is a righteous form of land ownership, you may bequeath property to this "Trust," and the money will be used to teach the principles of the enclave, and to found such communities.

There are now seven of them in existence — Fairhope, Alabama;

THE CONSEQUENCES OF LAND SPECULATION

Arden, Delaware; Tahanto, Massachusetts; Free Acres, New Jersey; Halidon, Maine; Shakerton, Massachusetts; and Sant Jordi, which is in the little republic of Andorra. Perhaps you never heard of this republic, but it lies somewhere in the Pyrenees, and Mr. Warren has been over there several times, to start the people of Europe upon the road to social justice in the matter of land ownership.

How are these enclaves run? The principle is very simple. The community owns the land, and fixes the site value year by year, and those who occupy the land pay the full rental value of the land they occupy. Improvements of any sort are not taxed; you only pay for the use of what nature and the community have created. The community takes this wealth and uses it, first to pay all the taxes on the land, the remaining money being expended for community purposes, by the democratic vote of all.

What this means in practice you can see from the town of Fairhope, Alabama. Fairhope began nearly thirty years ago, with three hundred and fifty acres, and now has nearly four thousand acres. Its land is estimated to be worth a million dollars; but instead of this wealth being distributed among private owners, in accordance with the guessing power of each individual, the whole rental value is the property of the community, and the whole community prospers by the labors of each one.

What this means in the way of moral values you may judge from one sentence in the little book; and I will follow the example of the book and quote this sentence in the same cold and unemotional fashion: "No resident of Fairhope has been defendant in a criminal case in the county court." Perhaps I should add that there is no place except the county court where anyone could be a defendant; there has never been a court or jail or anything of that sort in Fairhope.

Or take the colony at Arden, Delaware, which is just south of Philadelphia. I could not say that no resident of Arden has ever been a defendant in a court — I myself having been one of eleven men who were arrested by a constable from the city of Wilmington, and sent to prison for the crime of playing baseball and tennis on Sunday! It is that kind of humorous story which you read about Arden, and not the serious efforts which are there being made to solve a great and pressing social problem.

In Philadelphia, as in all our great cities, are enormously wealthy families, living upon hereditary incomes derived from crowded slums. Here and there among these rich men is one who realizes that he has not earned what he is consuming, and that it has not brought him happiness, and is bringing still less to his children. Such men are

THE CONSEQUENCES OF LAND SPECULATION

casting about for ways to invest their money without breeding idleness and parasitism. Some of them may be grateful to learn about this enclave plan, and to visit the lovely village of Arden, and see what its people are doing to make possible a peaceful and joyous life, even in this land of bootleggers and jazz orchestras.

ENCLAVES OF ECONOMIC RENT

Address by Fiske Warren

(At the Oxford International Conference on August 18, 1923)

If you desire a foretaste of the happy state, which is so soon to come about as the result of the efforts of this Conference, listen to a tale of eight enclaves, where Single Tax exists in practice, — not completely, it is true, but in substance; covering eight square miles, or twenty square kilometers, including a population varying according to the season of the year from 2,000 to 4,000, and yielding a rent of £5,000. You may say that these figures are unimportant. I agree with you. Considered by themselves they are unimportant. But, considered with relation to what they stand for, they are otherwise. Is it unimportant that 2,000 persons are living, not under the system which we loathe, but under a system which we are all here to help to bring into being? Is it unimportant that eight square miles — the only ones on earth above the rent-line — are free from monopoly and special privilege? Finally, is it unimportant that in them we have a demonstration that will convince the man in the street, the man who does not read and does not argue, in short the non-theoretical man, who yet is able to see that the man within the enclaves is more free, more prosperous and more happy than the man outside?

In 1895 a band of pilgrims made their way from Iowa to the shore of the Bay of Mobile, in Alabama. In one respect it was like the band of Pilgrim Fathers, who landed from the Mayflower on the shore of the Bay of Massachusetts. Each sought the opportunity to practise freely their faith. The faith of those from Iowa was Single Tax. Like the Pilgrim Fathers, also, they had great vicissitudes, and, at one time, only one family of the original band was living on the premises — the family of Ernest Gaston, who still to-day is the leading spirit of Fairhope, the oldest, largest and most important of the enclaves. He is the father of the enclavial movement, and we sorely miss him in this conference.

Then there followed, in 1900, Arden, in Delaware, founded by Frank Stephens, whom we are fortunate to have among us here. Through all these intervening years he has so stamped his fine qualities upon Arden that to-day it is the most artistic and attractive of the enclaves. And, indefatigable still, last year he founded the enclave of Ardentown, adjoining Arden.

ENCLAVES OF ECONOMIC RENT

A daughter of Arden is Free Acres, in New Jersey, founded in 1910, over which the geniuses who preside are Mr. Bolton Hall and Miss Ami Mali Hicks. I will revert to Free Acres later.

Then there are three other enclaves in the United States, two in Massachusetts, Tahanto and Shakerton, and one in Maine, five miles from Portland.

Finally, there is Sant Jordi, the smallest of the enclaves, but the one that has the greatest future before it, for Andorra is embarrassed by no custom house, and no customs officer, indeed, can be seen anywhere. Andorra is the only country in the world that has absolute free trade, and — I shall not object, if, in these two facts, you discover cause and effect — it is the only country in the world, so far as I know, which has been at peace for a thousand years.

All these enclaves exist by no legislation whatever. No one of them has a charter, no one of them any special act, no one of them any subvention from public funds. They operate under the right of private contract. I suppose I am asked the question, oftener than any other, how it is possible to implant in a region an enclave of Single Tax while all around it in the rest of the region is the old system? It is all very simple. The trustees own the land and hold it for the general advantage. They let the land to lessees for the period of ninety-nine years. Each lessee owns his own house and other improvements, including trees, tillage, and all constructions on, in or under, the ground. Indeed, his ownership is so complete that nothing remains to the trustees except the bare site. Then comes the contract. The lessee agrees to pay the economic rent, which is revised as often as necessary, usually once a year. The trustees, on the other hand, agree to use the economic rent for the payment of taxes. Is this not plain, and is it not a case of simple contract?

But, now, do these enclaves in fact produce the effects of Single Tax? And here, as I have said before, I must admit that we do not pay all the taxes. We do not pay the tariff tax where there is one, a great omission. Of course, there is none in Andorra. We do not pay the stamp taxes on notes and the registration of real estate. We do not pay the tax on amusements.

But I suppose there is no one in this hall who would not recognize it as a noteworthy fiscal reform, if he could persuade his country to untax all improvements. That we do. I do not say it is Single Tax, for it is not, but that it is a great fiscal reform.

Then I do not suppose that any Single Taxer would not consider it a much greater achievement, if he could persuade his county to collect all the economic rent. That we do also. And we do not wait to collect

ENCLAVES OF ECONOMIC RENT

it, we collect it at once. That would be recognized as almost the whole of Single Tax.

But we go further. We pay the school tax. We pay the tax on all tangible property, including livestock and equipment, located within the enclave. In general we pay the poll tax, and, in Tahanto at least, we pay half the income tax levied by the state of Massachusetts, on the one hand, and by the federal Government at Washington on the other.

Is it difficult to found an enclave? Not at all. It does not require a great corporation, as in the case of the garden-city of Letchworth. All the enclaves were small when they began. Listen to the figures: Fairhope began with 135 acres; Arden with 165; Ardentown, 110; Free Acres, 65; Tahanto, three-quarters of an acre; Shakerton, seven; Halidon, 120; and Sant Jordi, two and a half. That makes 600 acres in all, but they contained the principle of growth, and to-day they are 5,000 acres. Thus to form an enclave does not even require a strong, financial group. Even one man suffices.

My friend, Bolton Hall, speaks after me on the topic: "I am only one man." But, fearing lest his modesty may prevent him from describing what, in my opinion, is one of the best things which he, as only one man, ever did, I am going to say that, at one time, he conceived the idea of serving Single Tax, and also of doing a good turn by himself, and, having property in New Jersey, about 30 miles from New York, he made a gift of a part to the enclave of Free Acres, with the idea that the increase in the value of the rest of his property, due to the coming of population, would leave him as rich as before, notwithstanding his gift. Thirteen years have passed, and he now declares that experience has confirmed his anticipations.

Now for the financial aspect. As Single Taxers, I think you all recognize that Single Tax not only makes a man free and happier, but it also makes him more prosperous. That additional prosperity puts more funds into the treasury, and we find that, with our revenue, we can do three things. In the first place, we can pay the taxes. In the second place, we can pay interest and amortization on the purchase price of whatever land does not come by gift. In the third place, we have money remaining with which to improve the property to a degree much greater than it would have been improved by public funds, had it remained under the old system. Some of the land came by gift, chiefly from Mr. Fels, of honoured memory.

Hitherto I have said only those things which I believe all enclavians here will support. Now I come to one of my own vagaries.

To found a successful enclave does not require any specially selected locality. It is true that one place is better than another. But all

ENCLAVES OF ECONOMIC RENT

places above the rent line are suitable. This follows from our acknowledgment that Single Tax gives greater prosperity. Thus the spread of Single Tax depends upon the wishes of those who live in any country. The whole of any country consists only of a certain number of acres above the rent line. If an enclave can successfully exist upon a given lot of 100 or 1000 acres, it can also exist upon any other lot of 100 or 1000 acres, one after another, until all the acres in the country shall be included.

The monopolists of Scripture were said to lay field to field until they dwelt alone in the land, and my plan is to lay field to field until the system of Single Tax shall remain alone in the land.

THE GEORGIAN TRUST

How to expand the enclavial movement, affording all interested the opportunity to contribute by loans or gifts, while ensuring funds from a reliable source of supply, was the subject of much meditation in the years preceding 1920, and, in that year, the Georgian Trust was formed. In anticipation of its formation the Trust of Sant Jordi, re-formed in 1918, provided (see page 189) for a part of its receipts to be turned over to the new trust, and the Trust of Shakerton (see page 204), formed in 1921, provided likewise.

A certain solidarity is given to the enclaves by the provision making the approval of a majority of them necessary to confirm the appointment of a new Georgian trustee.

THE GEORGIAN TRUST

KNOW ALL MEN BY THESE PRESENTS: That we, M. Phillips Mason and Fiske Warren, being the Trustees of the Georgian Trust, so called, under Declaration of Trust dated September 3rd, 1920, and recorded in Worcester District (Massachusetts) Deeds, book 2227, page 73, by virtue and in execution of the power conferred upon us by Article Ninth of said Declaration of Trust, hereby amend said Declaration so that the same shall read as follows:

KNOW ALL MEN BY THESE PRESENTS: That we, M. Phillips Mason and Fiske Warren, both of Harvard, in the County of Worcester and Commonwealth of Massachusetts, associate ourselves as trustees to hold property which comes into our hands as such upon the trusts hereinafter set forth, and hereby acknowledge and covenant and agree with each other, and with all persons who may hereafter transfer any property to us that we hold and will hold all property received by us as trustees hereunder for the purposes and upon the trusts hereinafter set forth and none other, to wit:

FIRST — *Name*: This trust shall be known as The Georgian Trust.

SECOND — *Purpose*: The purpose for which this trust is organized is to hold and manage real and personal property which may come into the hands of the Trustees as such with the powers hereinafter set forth and for the objects hereinafter defined.

THIRD — *Objects*: The objects to which the trust property shall be devoted are to promote, encourage and assist the adoption and practice of the principles of Single Tax, including among other things:

THE GEORGIAN TRUST

1. Making loans or gifts (a) for assisting or enlarging enclaves existing for the practice and demonstration of Single Tax principles; (b) for founding new enclaves of like character.

2. Giving prizes, pensions or other gifts to persons whose services past, present or prospective, to the promotion of Single Tax principles (preferably in the form of enclaves) may in the opinion of the Trustees warrant such action.

3. Endowing or supporting other trusts with similar objects or for the same general purposes.

4. Supporting such other activities as in the opinion of the Trustees may be desirable to promote the general purposes herein set forth.

FOURTH — *Powers* : The Trustees hereunder shall have all powers necessary or proper to carry out the general purposes of this trust, including, among other things:

1. Power to employ all such clerks, attorneys, agents, servants and assistants as they may from time to time find necessary or convenient.

2. Power to organize such executive board or boards as they may from time to time find convenient, and to delegate to every such board such part of the powers of the Trustees as they deem expedient, for such period as they deem expedient, and subject to such limitations as they think convenient.

3. Power to organize from time to time such advisory boards as they think proper with such functions and powers as they think expedient.

4. Power to do all acts in relation to the administration of the property of the trust which they might do if absolute owners thereof, subject only to such special provisions and obligations to act as are herein contained, including among such powers the right at any time to sell any real or personal property held by them as Trustees at public or private sale, for cash or on credit, on such terms as they shall think fit, and to convey or transfer the same by good and sufficient deeds or other instruments, no purchaser or other person dealing with said Trustees to be responsible for the purchase money, or for any payment made to the Trustees; power to invest any property in their hands, or the proceeds of any property, and to re-invest the same, and from time to time to change investments; power to borrow money for the purposes of the trust without personal liability on the part of the Trustees for the re-payment thereof; power to pledge or hypothecate in any form any of the trust property to secure any such loan.

FIFTH — *Management of property* : The Trustees may receive and manage any property for the purpose of extracting value therefrom,

THE GEORGIAN TRUST

but in the management of any property which consists of a disappearing or wasting natural resource all value extracted therefrom in excess of the expense of extraction shall be maintained by the Trustees unimpaired as principal, except that the Trustees may grant to any enclave or trust organized for similar purposes, whether local or general, any such natural resource, or any principal realized from extraction by them therefrom, subject to the same obligation to maintain the capital value unimpaired, and to use the income from such capital value as hereinafter provided.

The Trustees shall invest each year all principal realized by them from a natural resource above referred to, and shall thereafter maintain the principal of such investment, but shall be at liberty as to the income received from such investment not required to maintain or restore the capital value to deal therewith in the same manner as provided with respect to other income of the Trustees. All annual net income of the Trustees except as last above provided they shall apply one-half to the increase of the capital resources of the trust, and the other one-half to such other purposes of the trust as they from time to time think fit.

SIXTH — *Ultimate Disposition of Property:* Upon the termination of the trust all the trust property then in the hands of the Trustees shall be distributed by the Trustees in gifts to one or more enclaves then in existence, or to such public object or objects as a majority of the Trustees for the time being in concurrence with the governing bodies of a majority of the enclaves associated with this trust then in existence may determine, or in default of agreement, to the public authorities of municipalities or equivalent bodies within the geographical boundaries in which such associated enclaves are included, such distribution to be made in proportion to the rents which during the last preceding fiscal year were received by the enclave or enclaves within the geographical boundaries of each such body, such gift to be in all cases for public uses.

SEVENTH — *Associated Enclaves:* For the purpose and within the meaning of this instrument any enclave shall be deemed an associated enclave if it has been declared such by the Trustees, and such declaration has not been abrogated by the Trustees by instrument in writing duly communicated to such enclave, and any action taken in connection with this declaration of trust by the governing body of an enclave shall be deemed to have been properly taken by the governing body if approved in writing by a majority of the members of the community of such enclave, or by vote at a meeting of such community duly called for the purpose of taking such action, or in any enclave in which there is no organized community if approved in writing by a majority of the Trustees of such enclave.

THE GEORGIAN TRUST

EIGHTH — *New Trustees:* The Trustees hereunder may at any time and from time to time by instrument in writing and under seal duly acknowledged, increase the number of Trustees and appoint new Trustees, and appoint a Trustee to fill any vacancy that may arise in the Board of Trustees. No appointment of a Trustee to fill a vacancy, or as an addition to the Board of Trustees shall, however, be valid if made after five years from the date of this instrument, if at the time the Trustees hold property of the value exceeding ten thousand (10,000) dollars, unless and until such appointment is confirmed by the approval in writing of the governing bodies of a majority of all enclaves at the time associated with this trust, and any approval in writing by the governing body of any enclave shall be revocable by the governing body thereof by instrument in writing duly filed with the Trustees unless prior to the receipt of such revocation a majority of the associated enclaves have given an approval which remains unrevoked.

NINTH — *Amendments:* This declaration of trust may be amended at any time in any manner, including a provision for its termination prior to the time hereinbefore fixed, by instrument in writing signed by the Trustees for the time being, or a majority of them, and confirmed in the manner hereinbefore provided for confirmation of appointments of new Trustees; the necessity of such confirmation shall exist only under the conditions requiring such confirmation for such appointments.

TENTH — *Authentication of Facts:* The certificate in writing duly sworn to and acknowledged by a majority of the Trustees for the time being setting forth the existence of any fact authorizing any action taken by the Trustees, including any facts necessary to warrant the appointment of a new Trustee, and including the statement of confirmation of any such appointment as required in the preceding article shall be conclusive evidence in favor of all persons acting in good faith in reliance thereon that the alleged facts therein set forth exist, and the records of the Trustees purporting to show resignations, increases in number and appointments of new Trustees, authenticated by the persons appearing from such records from time to time to be the Trustees, shall be conclusive evidence as to who are the Trustees at any given time in favor of any person acting in good faith in reliance thereon.

ELEVENTH — *Duration of the Trust:* This trust shall continue until the lapse of twenty-one years after the death of that one of the following named persons who dies last:

Said M. Phillips Mason, said Fiske Warren; Sarah Warren, Martha Warren, Jeanette Warren, Georgia Warren and Josephine Warren, being children of Joseph A. Warren of Westbrook, Maine; Rachel Warren

THE GEORGIAN TRUST

Lothrop, Marjorie Warren and Hamilton Warren, being children of said Fiske Warren; Samuel K. Lothrop, Jr., being a son of said Rachel Warren Lothrop; Helena Elisabeth Mason and Richard Phillips Mason, being children of said M. Phillips Mason; and Janet Warren Shaw, Catherine Warren Shaw, Mary Warren Shaw, Rhoda Warren Shaw and Lois Warren Shaw, being children of Lois Warren Shaw of Manchester, New Hampshire.

IN WITNESS WHEREOF the said M. Phillips Mason and Fiske Warren, as Trustees as aforesaid, hereto set their hands and common seal, which each of them hereby adopts, this third day of September, A. D. 1920.

M. Phillips Mason { S. }
Fiske Warren { }

IN WITNESS WHEREOF, we, the said M. Phillips Mason and Fiske Warren have hereunto set our hands and common seal, which each of us hereby adopts, this fifth day of March, A. D. 1923.

M. Phillips Mason { S. }
Fiske Warren { }

COMMONWEALTH OF MASSACHUSETTS

We, M. Phillips Mason and Fiske Warren, hereby certify that we are the Trustees and all the Trustees of the Georgian Trust, so called, under Declaration of Trust dated September 3rd, 1920, and recorded in Worcester District (Massachusetts) Deeds, book 2227, page 73.

M. Phillips Mason
Fiske Warren

State of Maine }
County of Cumberland } ss.

On this sixth day of March, A.D. 1923, before me personally appeared the above named M. Phillips Mason and made oath that the foregoing certificate signed by him is true, and acknowledged the same to be his free act and deed.

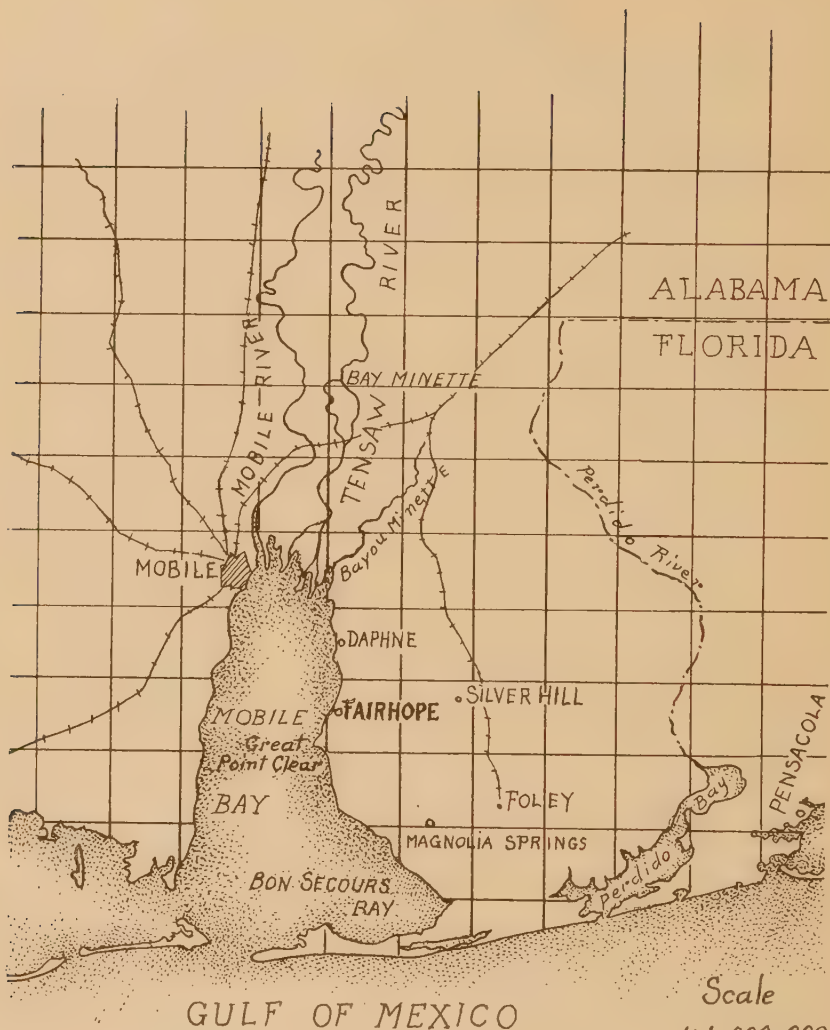
Herman L. Stover,
Notary Public.

My commission expires January 25, 1925.

On this fourteenth day of March, A.D. 1923, before me personally appeared the above named Fiske Warren and made oath that the foregoing certificate signed by him is true, and acknowledged the same to be his free act and deed.

Elizabeth P. Todd,
Notary Public.

My commission expires January 22, 1926.



FAIRHOPE

Fairhope is the oldest and most important Single Tax colony in the world. It had its beginning in 1895 on the eastern shore of Mobile Bay, Baldwin County, Alabama, when a few venturesome and courageous men and women bought 135 acres of land for \$771. This land with the additions subsequently made, including buildings, is now worth probably a full million dollars.

The enterprise originated some two years prior to 1895, during which two years a small group of men in Des Moines, Iowa, drawn together by friendship and common convictions, conceived the idea and formed the plan of practically testing Henry George's views of the Single Tax. Only four of these men became actual residents of Fairhope. They were James Bellangee, S. S. Mann, James P. Hunnel, and Ernest B. Gaston. Iowa, Ohio, Pennsylvania, Missouri, Minnesota, and the Pacific Coast were represented by the original settlers.

The general location, as well as the actual site of the colony, was determined by vote of those interested after diligent investigation by a committee. The original tract of land was added to by subsequent purchases from time to time, and notably by a gift of about 2000 acres from Joseph Fels, until at the present time the enclave comprises nearly 4000 acres, about seven-eighths of which is under lease. When first occupied, this section was the wildest spot along the eastern shore of Mobile Bay, being covered for the most part with young pine timber of practically no commercial value, but hard to get off the land. For the earliest settlers to begin in this place the founding of the model community which had been the object of their dreams required imagination, faith, and courage. Much of the first stump-clearing from streets was done by volunteers on Saturday afternoons.

A "co-operative" store was established at the beginning, though subsequently abandoned. A "town well," over a hundred feet deep, was put down, the precursor of the present pumping plant and power house.

The original legal organization was called the Fairhope Industrial Association, incorporated in Des Moines, Iowa, in the spring of 1924 with seven charter members. Ten years later this Industrial Association was succeeded by the Fairhope Single Tax Corporation, incorporated August 9, 1901, under the laws of Alabama. The municipality of Fairhope was incorporated in 1908, and covers 1100 acres, 40 per cent of which belongs to the enclave, the rest of the land in the municipality being privately owned. The population of the municipality according to the census of 1920 is 853, as compared with 590 in 1910, a gain of 44 per cent.

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When the Industrial Association was formed, the following statement of principles was announced:

" . . . The only plan of co-operative colonization ever proposed, which secures the benefits of co-operation and yet preserves the perfect freedom of the individuals.

"Its purpose is to establish and maintain a model community or colony free from all forms of private monopoly, and to secure for its members therein equality of opportunity and the full reward of individual effort and the benefits of co-operation in matters of general concern.

"The law of equal freedom is the cornerstone of its plan; that 'everyone has freedom to do as he wills, provided he infringes not the equal freedom of any other.'

"In government, the law is applied by personal instead of stock vote; with no distinction of sex; and the initiative and referendum.

"In land-holding and use, by the principles of the Single Tax, the association holding the title to all lands and leasing to individuals in quantities to suit at a rental 'which shall equalize the varying advantages of location and natural qualities of all tracts.'

"In medium of exchange by the issuance of its non-interest-bearing notes for services and products, redeemable in services, products, and land rents.

"In commerce by association stores, selling goods to members and non-members alike, and dividing the profits quarterly among members in proportion to their purchases, and by acting as agent for its members in the sale of their products, charging only cost of service rendered.

"In natural monopolies, supplying water, light, power, telephones, transportation, etc., by association control and operation at cost.

"Participation in all co-operative features is purely voluntary, all being at perfect liberty to buy or sell where they please, to use the association's medium of exchange or let it alone as they please. In short, to be the absolute directors of their own actions — limited only by the law of equal freedom, before enunciated. . . ."

The socialistic features suggested in the above statement became embodied in the early days of the colony in a "co-operative" store, a "co-operative" newspaper, a wharf, a steamer, waterworks and the Fairhope Exchange, organized to facilitate the exchange of products and services, to acquire machinery and operate industries. Most of these had a relatively brief existence. The paper, the *Fairhope Courier*, passed into the ownership of Mr. E. B. Gaston, who had previously been its editor, and who has continued in that capacity, and also as publisher, ever since. The store became privately owned. The steamer was

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burned. The wharf was demolished in a storm, and was turned over to trustees who reconstructed it. The water works now belong to the municipality. The success of the colony, which has exceeded the expectations of most of its advocates, has not been appreciably retarded by the failure of these socialistic experiments, but has been due to its land policy with its collateral advantages to lessees.

The Charter of the Fairhope Single Tax Corporation provides: "The purpose of said corporation is to demonstrate the beneficence, utility, and practicability of the Single Tax theory with the hope of its general adoption by the governments in the future, in the meantime securing for ourselves and our children and associates the benefits to be enjoyed from its application as fully as existing laws will permit, and to that end to conduct a model community free from all forms of special privilege, securing to its members therein equality of opportunity, and the full reward of individual efforts and the benefits of co-operation in matters of general concern, holding all land in the name of the corporation and paying all taxes on the same and improvements and other personal property of lessees thereon (moneys and credit excepted), charging the lessees the fair rental value."

It is to be noted that, although in the leases the corporation agrees to pay only the taxes levied by the county and state, it has, since the foundation of the municipality, paid in addition the taxes levied by the municipal authorities, also road and poll taxes.

The earlier contention, which not unnaturally arose regarding the fixing of rents, has been greatly reduced by the introduction of the Somers System of valuation, beginning with 1914. But the Somers System concerns itself chiefly with relative values, and there appears good reason to believe that the standard adopted, which turns mainly on a comparison with values outside the enclave, is considerably below the economic rent.

Relatively few lessees are members of the corporation and therefore entitled to vote, as membership is conditioned upon the payment of \$100. Moreover, compliance with these conditions does not necessarily admit one to membership, as that requires favorable action by the authorities, who may refuse to admit any one deemed undesirable, especially if he is lacking sympathy with the purposes and plan of the organization.

It is not surprising that this form of colony government, with its oligarchical flavor, became the object of much dissatisfaction on the part of some of the lessees. This came to a head in 1915, when a suit was brought by one of the lessees for the dissolution of the corporation. A bill of complaint was filed in the Chancery Court, praying that the Fairhope Single Tax Corporation be dissolved on the twofold ground

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that the law under which it was organized was void under the constitution of Alabama, and of the United States; and that Fairhope failed to fulfil the law and to exemplify the Single Tax. The Court held for the plaintiff, overruling all demurrers of Colony counsel; really, however, avoiding definite ruling on any of the points raised, and saying that, as it was certain to go to the Supreme Court, it might as well go there at once. But the Supreme Court of Alabama, on appeal by the Corporation, unanimously reversed the decision of the lower court, affirming that Fairhope is a "corporation *de jure*," and that nothing in the purpose or methods of the colony was opposed to public policy or in violation of the constitution. It said, too: "There is, as we understand it, a marked kinship between the Single Tax system as proposed by Henry George and what this corporation may do and appears to be doing under the warrant of its corporation."¹ Thus was removed a heavy drag upon the progress of the colony.

After nearly thirty years of existence, Fairhope makes a showing of which it need not be ashamed. It is the second town in Baldwin County, Bay Minette, the county seat, alone surpassing it in resident population, while Fairhope's large transient population from its character as a resort both summer and winter probably gives a considerably greater actual population throughout most of the year. It has fine stores, a successful bank, established in 1917, which has a savings department, exceptionally good hotels, churches, fraternal organizations (the Free Masons and Pythians owning substantial buildings), and Women's Clubs affiliated with those of the state and nation. It has an office for job printing in connection with its weekly newspaper, the *Fairhope Courier*; a public library with over five thousand volumes; public bath houses; ample reservations for parks; a Gun, Golf and Country Club; municipally owned water works and electric light plant; a colony-owned telephone line; an ice plant; creamery; saw and planing mill; cabinet shop, making doors, windows, blinds, etc.; a brick and tile plant; garages and repair shops.

The enrollment of the public school has been recently increased by the consolidation of adjacent schools, and a larger appropriation has been granted by the County Board of Education. There is now a full four years' high school course. Besides its fine public school building, Fairhope prides itself upon its School of Organic Education. This was opened in 1907 by Mrs. Marietta L. Johnson, who is still the efficient principal, in a cottage with six pupils. It now owns nine school buildings on ten acres of land, the free use of which is given by the colony, and enrolled in the school year 1922-23 two hundred and forty pupils

¹ For full text of the decision of the Supreme Court see pages 26-40.

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and twenty teachers. Among the more recent buildings is Comings Hall, an auditorium seating over six hundred, large enough for basket ball games, and with a commodious stage, and a cement track for roller skating running around the interior. A three-room addition to what is now known as the Science Building was built in the summer of 1921. The most recent building is a School Home for the accommodation of boarding pupils. It has fifteen rooms, twelve of which were occupied by boarding pupils last year, with opportunity for six more in the unfinished third story. It has sleeping-porches, hot and cold water, electricity, and a modern heating system. The School is called "Organic," inasmuch as it aims to perfect the entire organism, body, mind, and spirit, of the child. "A sound, accomplished, beautiful body, an intelligent mind, and a sweet and reverent spirit, is the immediate end and aim of organic education." The School receives pupils of the kindergarten age and advances them through the High School course until they are ready for college. Through affiliation with the State University of Alabama those who graduate in this course can enter that institution without examination. They have the same privilege with Western universities. The School of Organic Education has a two years' training course for teachers, and departments of domestic art and science, manual training, arts and crafts, and agriculture. A special six weeks' course during February and March, 1924, was offered for parents, teachers and social workers, including lectures on education, methods of teaching, arts and crafts, manual training, folk dancing, nature study, etc. \$4,500 was raised in 1923 towards lifting the debt on the School.

The climate of Fairhope is favorable, the thermometer seldom going above 95° or below 20°. Corn, oats, upland rice, sugar cane, velvet beans, peanuts, Satsuma oranges, kumquats, grapefruit, sand-pears, pecans, and figs are raised on enclavial land; some cotton is also grown. There never have been liquor saloons in the community, although until recent years not prohibited by law. Over thirty religious faiths are represented in Fairhope. There are three church buildings. No resident of Fairhope has been defendant in a criminal case in the county court. The winter brings to Fairhope an increasing number of people, attracted by the climate or by the advantages of the Organic School for children.

That the economic rent has not been always successfully assessed and collected is attested by certain bonuses paid when leases have been transferred, especially along the bay-front, where the sites for residences are very attractive. To meet these conditions no recourse was had to the drastic provisions under Article VIII, Section 6, of the Constitution,

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enabling the Council immediately to increase the rent, without waiting for the next regular assessment, but the Council passed unanimously the following vote, February 22, 1921: "That hereafter the applicants for lots shall be asked to state the use desired to be made of the same, and applications be granted only when applicants agree to substantially improve the lots granted within one year from date of grant, and to be subject to forfeiture at the option of the corporation if not so used within the year, or if any bonus is accepted or asked for the transfer of lots while in unimproved condition."

It is to be observed that this provision does not appear to affect a lessee transferring his lease to a member of the corporation, who on his own account makes no application for the substitution of a direct lease to himself.

The People's Co-operative Store has had a growing business since its organization in 1920. On October 1st, 1921, it had 61 members, a paid-in capital of \$1,525 and a deficit of \$284. The business of the next quarter removed the deficit and showed net earnings of \$500. Each succeeding quarter has shown net earnings, all of which have been kept in the business, except \$64 paid as dividends. This policy has doubled the value of the membership shares. There were 153 members July 30, 1923. In January, 1922, the People's Co-operative Store decided to raise money for a new building. This was done by selling to the members ten-year notes bearing seven per cent interest. The building of two stories was completed at a cost of \$12,000 and occupied in May, 1922. In August of that year a Co-operative Bakery was started, and in the following October a Co-operative Lunch Room, which with the main store occupy the first story. The Co-operative Store does a greater business than any other store in town, and some weeks more than all others combined. In 1923 a contract was made with the *Fairhope Courier* for a half page, or a page, each week in that paper called the Co-operator, which is edited by representatives of the Co-operative Store.

In nineteen instances the taxes of lessees exceed the rent.

Payment of taxes in excess of rent has been objected to from time to time by those who do not see that in principle the two things have nothing in common. On the one hand it is proper to levy the economic rent, and on the other hand it is proper to relieve a man of his taxes. The question of whether the total rent might not be sufficient to take care of the total taxes never arises in practice.

The most valuable block of land in Fairhope, embracing two and a half acres, the original cost of which was \$6 per acre, now yields annually in rents \$401.96 per acre. The rent originally assessed was \$2.06 per acre.

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The following table shows the progress made since 1895, complete figures for the earlier years not being available:

<i>Years</i>	<i>Acres</i>	<i>Hectares</i>	<i>Gross Rent</i>	
			<i>Actual</i>	<i>Basis of 1913¹</i>
1896	350	142		
1897	670	271		
1898	670	271		
1899	670	271		
1900	1,110	449		
1901	1,250	506		
1902	1,570	635		
1903	1,410	571	\$ 990	
1904	1,452	588	1,521	
1905	1,505	609	2,256	
1906	1,513	612	2,173	
1907	3,933	1,592	3,028	\$3,256
1908	3,933	1,592	3,195	3,473
1909	3,933	1,592	3,500	3,646
1910	3,933	1,592	3,907	3,907
1911	3,841	1,554	4,458	4,742
1912	3,930	1,590	5,665	5,609
1913	3,930	1,590	5,891	5,891
1914	3,930	1,590	5,992	6,114
1915	3,930	1,590	7,064	6,994
1916	3,930	1,590	6,203	4,884
1917	3,930	1,590	7,151	4,040
1918	3,930	1,590	8,018	4,132
1919	3,930	1,590	7,478	3,630
1920	3,930	1,590	7,834	3,466
1921	3,943	1,596	10,624	7,227
1922	3,943	1,596	13,007	8,730

During the past year many dwelling houses have been built, but no buildings for business or manufacturing, except a fine fire-proof garage costing from \$6,000 to \$8,000. Two or three mills have been enlarged. New machinery for the electric light plant, trebling its capacity, has been installed in a new building erected for the purpose in a more central location, leaving one of the twenty-five horse power engines at the old power plant on the bay front for pumping water. A new steamboat of much larger capacity than the Manatee which it replaced has been purchased and is doing service between Fairhope

¹ See Appendix I.

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and Mobile. There are now two large steamers running from Mobile to Fairhope alone, with capacity respectively of 1200 and 600 passengers and 25 and 20 automobiles. The colony has made successful warfare on the use of its land for billboards. The *Courier* has been enlarged to a regular issue of eight pages. Fairhope has been quite extensively used the past year by organizations and individuals as an outing place. The People's Railroad has discontinued operations and is to go into the hands of a receiver.

The officers of the colony are as follows: President, Mrs. Minnie H. Brown; Vice-President, Paul Nichols; Secretary, E. B. Gaston; Treasurer, G. W. Wood; Superintendent of Public Health, Mrs. Margaret Dyson; Superintendent of Industries, M. A. Bowen; Superintendent of Public Service, J. A. Patterson; Superintendent of Lands and Highways, J. G. Lorenzen; Trustees, Mrs. Anne B. Call, T. P. Lyon, C. A. Darrow.

The following statement is taken from the *Fairhope Courier* of April 11, 1919:

There are in Baldwin county 1,048,240 acres of land, with a total assessed valuation in 1918, including improvements, of \$6,206,300 and a personal property assessment of \$2,406,700, or a total of \$8,613,000.

The county's taxes from its $11\frac{1}{2}$ mill levy on this valuation of \$8,613,000 yielded in 1918 a little over \$99,000, or with allowance for tax collector's and tax assessor's commissions, errors, insolvencies, etc., about \$94,000 net.

The Fairhope Single Tax Colony's about 3,800 acres is 1-276th of the land area of the county.

When the Colony was located here, 24 years ago, its site was the wildest spot along the eastern shore. The better part of its bay frontage was purchased at \$6.00 an acre. Most of its land now within the town limits was bought at about \$1.25 an acre, some of it acquired at tax sale for taxes assessed against "owner unknown" and at least one tract within the limits of Fairhope was homesteaded since the Colony was established.

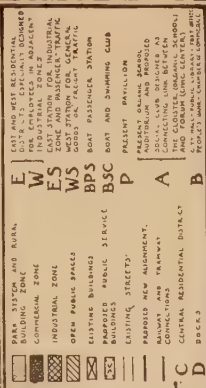
Yet the Colony's land alone, not including improvements, was assessed in 1918 at \$66,980 — its one-two-hundred and seventy-sixth of the total area of the county assessed at 1-93rd of the total "real estate" assessment of the county, including improvements, mind you, as well as land.

And it paid county taxes for itself and its lessees, excluding town and state taxes for purpose of fair comparison with the county as a whole, \$2,886, which figures out a trifle over one-thirty-fourth of the total county taxes. One-two-hundred and seventy-sixth of the total area climbing in twenty-four years from a wilderness to paying one-thirty-fourth of the county taxes.

Does it not look as if Baldwin county would be vastly better off with a few more such colonies?

But this is by no means all of the story. In addition to paying \$2,886 in county taxes the Colony lands under its administration yielded additional revenue of \$5,127.97, or a total of \$8,013.97. Of this, in addition to county taxes, about \$900 was paid in town taxes and \$1,631 for state taxes of 1918. While there was also paid \$1,223.75 of 1917 state and county taxes combined, not paid until 1918, making up the total taxes paid in 1918, as per Colony's treasurer's report, of \$6,660.76.

MOBILE BAY

[illegible]

FULL TEXT OF DECISION
of the
SUPREME COURT OF ALABAMA
NOVEMBER TERM 1914-15
1 Div. 870
FAIRHOPE SINGLE TAX CORPORATION
v.
A. J. MELVILLE
Appeal From Mobile Chancery Court
McCLELLAN, J.

The following act was approved, and, if valid, became operative on October 1, 1903:

AN ACT To provide for the organization and regulation of corporations not for pecuniary profit in the sense of paying interest or dividends on stock, but for the benefit of its members through their mutual co-operation and association.

“SECTION 1.—BE IT ENACTED BY THE LEGISLATURE OF ALABAMA, That ten or more persons desiring to associate themselves together, not for pecuniary profit in the sense of paying interest or dividends on stock, but for mutual benefit through the application of co-operation, single tax, or other economic principles, may become a body corporate in the manner following:

“SEC. 2.—The parties proposing to form such corporation shall file with the Probate Judge in the county in which it proposes to establish itself, a declaration in writing, setting out the name of said proposed corporation, the names of the charter members, and the purposes of said corporation.

“SEC. 3.—Upon the filing of such declaration, the Judge of Probate shall issue to such corporation a charter which shall be perpetual — subject to revocation at any time by the Legislature of Alabama.

“SEC. 4.—It may elect such officers as it may deem necessary in such manner and for such terms as it may provide, and remove the same

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at any time, and adopt such constitution and by-laws as it may see fit not in conflict with the constitution and laws of this State.

“SEC. 5.—Such corporation shall have the power to buy, sell, and lease and mortgage real estate, to build and operate wharves, boats and other means of transportation and communication, build, erect and operate water works, electric lighting and power companies, libraries, schools, parks, and do any other lawful thing, incident to its purpose, for the mutual benefit of its members; and may admit such other persons to participate in its benefits as it may see fit and upon such conditions as it may impose.” The like provisions appear in Code, Section 3573.

DECLARATION OF INCORPORATION

The Fairhope Single Tax Corporation was undertaken to be made a body-corporate, in virtue of and in accordance with the authority of the above enactment, on August 9, 1904.

The declaration of incorporation contained these recitals or assertions:

“We, the undersigned, desiring to form a corporation under the provisions of an Act for the Organization of Corporations not for pecuniary profit, in the sense of paying interest or dividends on stock, but for the benefit of its members through their mutual co-operation and association, approved October 1st, 1903, do hereby declare:

“The purpose of said corporation is to demonstrate the beneficency, utility and practicability of the single tax theory with the hope of its general adoption by the Governments of the future. In the meantime, securing for ourselves and our children and associates the benefits to be enjoyed from its application as fully as existing laws will permit, and to that end to conduct a model community free from all forms of special privileges, securing to its members therein equality of opportunity, the full reward of individual efforts and the benefits of co-operation in matters of general concern, holding all land in the name of the corporation and paying all taxes on the same and improvements and other personal property of lessees thereon, charging the lessees the fair rental value, and in the prosecution of its plans for the general welfare of its members to do and perform all the acts and exercise all the powers permitted under Section 5 of said Act.”

POWERS CONFERRED BY CHARTER

The charter of the incorporation, omitting presently unimportant features, contains these provisions: “ * * * * * , do hereby declare the parties aforesaid, their successors and associates, duly incorporated

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under the name of The Fairhope Single Tax Corporation; that the existence of said corporation shall be perpetual subject to the right of revocation by the Legislature. Said corporation has the power to elect such officers as it may deem necessary in such manner and for such terms as it may provide, and remove the same at any time, and adopt such constitution and by-laws as it may see fit, not in conflict with the constitution and laws of this State. Such corporation shall have the power to buy, sell and lease real estate, to build and operate wharves, boats and other means of transportation and communication; build, erect and operate water works, electric lighting and power companies, libraries, schools, parks, and do any other lawful thing incident to its purpose for the mutual benefit of its members, and may admit such other persons to participate in its benefits as it may see fit and upon such conditions as it may impose."

The **Constitution** adopted by the incorporation embraces these provisions:

"Believing that the economic conditions under which we now live and labor are unnatural and unjust, in violation of natural rights, at war with the nobler impulses of humanity, and opposed to its highest development; and believing that it is impossible by intelligent association, under existing laws, to free ourselves from the greater part of the evils of which we complain, we, whose names are hereunto subscribed, do associate ourselves together and mutually pledge ourselves to the principles set forth in the following constitution: * * * * *

"Its purpose shall be to establish and conduct a model community or colony, free from all forms of private monopoly, and to secure to its members therein, equality of opportunity, the full reward of individual efforts, and the benefits of co-operation in matters of general concern." * * *

"Any person over the age of eighteen years whose application shall be approved by the Executive Council, and who shall contribute to the Corporation one hundred dollars, shall be a member of the Corporation; provided that on petition of ten per cent of the qualified membership filed with the secretary within thirty days after action on any application by the Executive Council, such application shall be submitted to a vote of that membership." * * *

"There shall be no individual ownership of land within the jurisdiction of the Corporation, but the Corporation shall hold as trustee for its entire membership, the title to all lands upon which its community shall be maintained."

"Its lands shall be equitably divided and leased to members at an

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annually appraised rental which shall equalize the varying advantages of location and natural qualities of different tracts and convert into the treasury of the Corporation for the common benefit of its members, all values attaching to such lands, not arising from the efforts and expenditures of the lessees."

"Land leases shall convey full and absolute right to the use and control of lands so leased, and to the ownership and disposition of all improvements made or products produced thereon so long as the lessee shall pay the annually appraised rentals provided in the foregoing section, and may be terminated by the lessee after six months' notice in writing to the Corporation and the payment of all rent due thereon."

"Leaseholds shall be assignable, but only to members of the Corporation. Such assignments must be filed for record in the office of the Secretary, and the person to whom the same is assigned thereby becomes the tenant of the Corporation."

"The Corporation shall have a prior lien on all property held by any lessee upon the lands of the Corporation, for all arrearages of rent."

"If any lessee shall exact or attempt to exact from another a greater value for the use of the land, exclusive of improvements, than the rent paid by him to the Corporation, the Executive Council shall, immediately upon proof of such fact, increase the rental charge against such land to the amount so charged or sought to be charged."

"No taxes or charges of any kind other than heretofore provided shall be levied by the Corporation, upon the property or persons of its members."

"All taxes levied by the State, County or Township, on the property of the Corporation or any of its members held within its jurisdiction, moneys and credits excepted, shall be paid out of the general fund of the Corporation."

ESSENTIAL PROVISIONS OF LEASE

Two forms of **leases**, types of which are exhibited with the bill, have been used by the Corporation since its organization; and approximately 266 leases, to members and non-members, were in effect when this bill was filed. The Corporation owned, at first, about 140 acres of land and subsequently, mainly by donations, notably that of 2,200 acres made by Joseph Fels, now deceased, it became the owner of about 4,000 acres of land. Some of the land is unimproved and unleased, and some of its lands, leased and unleased, are in the town of Fairhope and others outside thereof.

The Complainant, Appellee, is a member of the organization and a tenant of the Corporation. The contract of lease in general use by the

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Corporation-landlord contains this stipulation: "The said lessee, his heirs and successors, shall pay to the Fairhope Single Tax Corporation, its successors and assigns, the annual rental value of said land (described in the instrument), exclusive of his improvements thereon, to be determined by the said Corporation through its Executive Council or Board of Directors, under its avowed principle of so fixing the rentals of its lands as to equalize the varying advantages of location and natural qualities of its different tracts and convert into the treasury of the Corporation for the common benefit of its lessees, all values attaching to such lands, exclusive of improvements thereon." The lease further stipulates for the discharge of all taxes ("moneys and credits excepted") laid by law upon the lessees out of the common fund. Provision is also made in the lease for the contingency of a dissolution of the Corporation and the thereupon necessity to distribute or to divide its assets among the lessees; the purchase price in such circumstances being the actual value of the whole or a part of the leased area exclusive of the improvements thereon. Further provision is made in the lease for an arbitral valuation of the leased land and of the improvements thereon.

COMPLAINANT'S ALTERNATIVE THEORIES

The Complainant's (Appellee's) bill proceeds on two alternative theories and for relief appropriate to each. The first is to have the Appellant declared a partnership that was dissolved by the death of one of its members and to distribute its assets: and this as the consequence of the approval of the Appellee's assertion that the act under which the incorporation was undertaken to be effective was and is invalid because in violation of the Constitutions, Federal and State, or of the **public policy** prevalent in this State and in this Nation, in respect of the methods and systems of taxation, which are immediately opposed to the theory. The other alternative, predicated of the Complainant's failure to sustain the theory just indicated, is rested upon the idea that the Corporation has failed and must fail of its **purpose** to demonstrate the "beneficiency, utility and practicability of the single tax with the hope of its general adoption by the governments of the future;" and that the Corporation's affairs are being so mismanaged as to unjustifiably impose upon lessees hardship, discrimination, injustice and oppression.

SINGLE TAX DISCUSSED BY COURT

It is to be readily conceded that any legislative attempt to apply or to enforce the "Single Tax System" would be absolutely void under the Constitution of Alabama. The basic idea of the "single tax," as a

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concrete suggestion, was presented, about the middle of the Eighteenth Century, by French writers on Economics. Considerations of a Philanthropic nature chiefly inspired the efforts of these men. The late Henry George, doubtless moved by like considerations, appropriated the conceptions thus introduced; and in his notable book entitled **Progress and Poverty** (1879) gave to the theme and to the theory of **Single Tax** widespread prominence and therein reduced its statement, and the reasons commanding his approval of the theory and the proposed system, to a more practical form. It is to be presumed that in the enactment (1903) before set out our lawmakers had reference in their employment of the descriptive term, **Single Tax principles**, to the theory and underlying conceptions of **Single Tax**, to the advocacy of which Henry George devoted his marked and unusual abilities. Without assuming to at all elucidate the subject it will suffice to say in aid of the interpretation of our enactment of 1903 that Henry George's theory and his proposed system of taxation comprehended the governmental appropriation of the rents of all land in the jurisdiction as the expression of the sovereign power of taxation to afford the government's maintenance and sustenance, and the substantial restriction of the taxing power, for those purposes, to that single source: thus, while leaving the established system of private ownership of land undisturbed, to work out the system of **Single Tax** through the authoritative control and appropriation of the **economic value** of land. The object of the system the author proposed was to approach as near as might be, in view of his avowed purpose not to disturb the established order with respect to the private ownership of practically all of the land, the public appropriation of all lands, — in accordance with the fundamental principle thus stated by him: "We must make land common property" (*Progress and Poverty*, p. 295) — by exacting under the ostensible power of taxation the economic value of all the lands, which he held to be the rentals equal in amount to the actual value of the use of the lands exclusive of their improvements. At page 364 of his book it is said: "I do not propose either to purchase or to confiscate private property in land. * * * We may safely leave them (land owners) the shell, if we take the kernel. **It is not necessary to confiscate land; it is only necessary to confiscate rent.**" Definitive of the character and sovereignty of the **power** his proposal contemplated, he concludes, on the same page, to condense his theory's statement into this systemic doctrine: "**appropriate rents by taxation,**" and thereupon the author affirms this: "in this way, the State may become the universal landlord without calling herself so, and without assuming a single new function. In form, the ownership of land would remain just as now. * * * For, rent being taken by the State in taxes, land, no matter in

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whose name it stood, or in what parcels it was held, would be really common property, and every member of the community would participate in the advantages of its ownership." An ultimate purpose of the proposal is "to abolish taxation save that upon land values." — *Progress and Poverty*, p. 365.

STATUTE NOT UNCONSTITUTIONAL

Obviously, the enactment of 1903 and its counterpart in the Code of 1907, does not contemplate or attempt the **application** or **enforcement** of a **Single Tax** system. It does not effect a change in any degree of **tax** systems or **tax** provisions, then or subsequently existing, by the imposition through that sovereign power of any feature of the **Single Tax system** as Henry George has set forth his proposal in that regard. The taxable property of an incorporation created by that authority and all property taxable as that of individuals, who are members or lessees of the corporation are subject to the same system of taxation, as far as the government is concerned, that any other property is subject to in this State. So, the enactment affords no possible basis for a conclusion that it is invalid in consequence of an effort to **actually institute** a tax method or system offensive to constitutional provisions, Federal or State.

Section 5 of the enactment enumerates the **powers** conferred upon a corporation organized under that authority. Only the **powers** conferred, including the **powers** necessarily implied from those expressly conferred, may be exercised by an institution created by and under a general law authorizing incorporations of that character. — **Granger's Ins. Co. v. Kamper**, 73 Ala. 325, 241. The presumption is that enactments are constitutionally valid; and this presumption prevails until it appears beyond a reasonable doubt that the enactment under consideration is violative of the organic law of the State or of the Nation. — **State ex rel v. Greene**, 154 Ala., 249, 254; **State ex rel v. Board of Com'rs**, 180 Ala., 489, 499. Consistent with this presumption it must be accepted that none of the powers in Section 5 of the enactment comprehend the authorization of the corporation to exercise any power or to do any act inconsistent with the Constitutions. — **Jackson v. B'ham Mach. Co.**, 154 Ala., 464, 470. The phrase, in Section 5: **and do any other lawful thing, incident to its purpose, for the mutual benefit of its members**, cannot be interpreted as authorizing any action by the incorporated entity inconsistent with the organic laws: unless there is to be accorded to the word purpose in that phrase an effect which, when read in connection with the broad object of the enactment, would authorize the exercise of powers beyond those, obviously unobjectionable, enumerated in Section 5. While

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this statement may import a perhaps undeserved favor to the contention Appellee makes in this connection, yet it might be defended as upon the fact that such enactments, authorizing incorporations, are generally accepted as conferring all powers "incidental to the (their) very existence" of the institutions thus and hereby created. — **Granger's Ins. Co. v. Kamper, supra.** So, without assuming to exclude, or deny efficacy to, other considerations that would probably lead to the same conclusion with respect to the constitutionality **vel non** of the enactment of 1903, we treat that legislation as if it conferred every **power**, the exercise of which would necessarily and without offending the constitution contribute to the promotion of the **purpose** of the enactment: thus casting the present inquiry into this form: did the enactment contemplate and undertake the authorization of corporate entities for a **purpose** inconsistent with the constitutions? Giving due and deserved effect to the presumption stated, that the Legislative Department does not intend the infraction of the constitutions through the exercise of its functions, as well as to the obvious fact that no change in the system of taxation, as far as governments are concerned, was contemplated or attempted, it is to be conceded, for the occasion, that the **purpose** of the lawmakers, as shown by this enactment, was to authorize the creation of corporations that would, — **as between the members thereof and those contractually interested in the corporation's activities**, — observe and apply methods that consist with, demonstrate or illustrate the **principles** described in the first section of the enactment: the approval and adoption of the principles or the methods being completely subject to individual will or desire; and thus affirmatively exonerating the enactment from the charge of imposing or exerting in the premises any **governmental** authority, in respect of taxation, inconsistent with systems or methods of taxation provided in the constitutions, and also negating a legislative purpose to impose or to exert any governmental authority in conflict with the constitutions in respect of taxation. The question then is, is an enactment offensive to the constitutions which authorizes the creation of a corporation to apply, — as between individuals and the corporation and without denial or violation of, or infringement upon, any **governmental** rule or **mandate** — **principles** of taxation that if attempted to be translated into a rule of or mandate for **governmental** action would offend the organic laws?

RIGHTS OF CITIZENS ASSERTED

An affirmative response to this question would necessarily involve an affirmation of the existence in our constitutions of restrictions of a profound and far reaching character and effect: — restrictions that, if

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recognized to be of constitutional authority, might, if not inevitably, lead to hitherto unanticipated restraints upon primal rights and immunities, generally heretofore accepted as being guaranteed by the organic laws. The constitutions are charters of governments, deriving their whole authority from the governed. By necessarily conclusive provisions incorporated in them the entertainment of any notion that the fundamental laws are immutable is entirely precluded. Freedom of Speech, the Right of Assembly and Petition, and the orderly processes designed to effect the revision or amendment of the constitutions are among the provisions of the constitutions particularly emphasizing the idea that these fundamental instruments were not established as the immutable expressions of supreme law. So it is trite to say: the right to change necessarily presupposes and recognizes the even higher right, to be ever lawfully exercised, of the governed, or of any part of the governed, to convene, to discuss, to consider, and to experiment, — without offending or violating established law or personal or property rights, — as the proponent, critic or idealist may conceive to be desirable to effect the improvement of the government, either in itself or in its relation to and influence upon the welfare of those subject to its authority. So the organic laws cannot be regarded as condemning or restraining, or inviting the restraint or condemnation of, individual conception, propaganda, or the illustration or demonstration of ideas which offend no valid prohibitive or regulatory law, or invade or violate no personal or property right of another. Except as forbidden or restrained by organic law particularly applicable to the artificial entities called corporations, it would seem to be the assertion of a self-evident truth to say: that which an individual may lawfully do with or about his own possessions a corporation may be created and authorized by law to do with its own possessions: **Marshall, in the Dartmouth College case**, having thus defined and described a corporation: "A corporation is an artificial being, invisible, intangible, and existing only in contemplation of law. Being the mere creature of law, it possesses only those properties which the charter of its creation confers upon it, either expressly or as incidental to its very existence. These are such as are supposed best calculated to effect the object for which it was created. Among the most important are immortality (now restricted by the Constitution of Alabama), and, if the expression may be allowed, individuality; properties by which a perpetual succession of many persons are considered as the same, and may act as a single individual. They enable a corporation to manage its own affairs, and to hold property without the perplexing intricacies, the hazardous and endless necessity, of perpetual conveyances for the purpose of transmitting it from hand to hand. It is chiefly for the purpose of clothing bodies of men, in

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succession, with these qualities and capacities, that corporations were invested, and are in use. By these means, a perpetual succession of individuals are capable of acting for the promotion of the particular object, like one immortal being."

CORPORATIONS MAY DO WHAT INDIVIDUALS MAY DO

If individual property owners, or an aggregation of individuals may test, illustrate or demonstrate with their own means or materials or possessions ideals or methods to which they accord a common adherence or approval, and in the processes adopted invade or violate no other's right and offend no prohibitory or regulatory law, it is not conceivable that a corporation cannot be validly created and authorized, under like circumstances and operated with like innocence of offense against laws or rights, to test, illustrate or demonstrate like ideals or methods. Broadly considered, a corporation is, in nature, but a convenience, a facility; only possessing the powers conferred by the creator upon it and subject to the valid, appropriate measures of control, surveillance and regulation governments may impose to the anticipated or accepted advantage and welfare of the governments, of the corporation and its members, of the public, and of those otherwise affected by or concerned in the institution's activities.

The enactment of 1903 permits the creation of a corporation designed to allow the incorporators and the corporation's controllees to illustrate and demonstrate, — with its own property, means and efforts, coupled with the presumed observance of contractual obligations assumed by others, — **Single Tax** or other economic **principles** without impairing, embarrassing or violating any feature or function of the systems of taxation established in the organic laws. That is the enabling **purpose** of the enactment; and the powers conferred on the incorporation when perfected are those contributive to the effectuation of that **purpose**, — a **purpose** predicated of the motives of the class who are described in Section 1 of the enactment: a **purpose** designed to **permit them** to combine their resources, energies and particular faith into a legal unit to test, illustrate or demonstrate the **principles** in which they believe; but in the effectuation or demonstration of which objective the government **as such** takes no part and is in no wise concerned.

Now, the courts are only authorized to pronounce an enactment violative of the constitution when it is obnoxious to the express terms of the constitution or to necessary implication afforded by or flowing from such express provision of the constitution; and then only after the enactment is found not to be fairly susceptible of a construction that

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would avoid such offense to the organic law. **Ex parte-Owens**, 148 Ala., 402, 410; **Cooley on Const., Lim.**, (7th ed), pp. 239, 242; **State ex rel v. Greene**, *supra*; **Fox v. McDonald**, 101 Ala., 51, 76. It need hardly be added to this statement of established doctrine that enactments cannot be pronounced void because violative of the judicially conceived "spirit" of the constitution, or "contrary to first principles of common or natural right," or opposed to "Public policy." **Dorman v. State**, 34 Ala., 216, 235-6; and authorities *supra* and see also 8 Cyc., pp. 778-9; **Julien v. Model etc., Co.**, 92 N. W. Rep., 565; **Probasco v. Raine**, 50 Ohio St. Rep., 378; **Kenneway v. Com'rs.** 62 Atl., Rep., 251. The enactment under review cannot, as indicated, be condemned on the ground of its opposition to "public policy."

If the principles applied by the corporation in the lawful management or disposition of its property serves to satisfy the incorporators, or any others taking note of its illustrative operations or plans, that the principles of "Single Tax" are so good as to be worthy of assimilation and application in our schemes of government, and thereby create a basis for a propaganda by those thus convinced, that would invite even fundamental changes in our governments and in the enjoyment of the ownership and tenure of land, no violation of our organic laws would be thereby committed. To affirm that legislative permission to organize a corporation to test, illustrate or demonstrate, with its own means and efforts and without violation of any prohibitory or regulatory law or the personal or property rights of others, is offensive to the organisms established by the constitutions would be, in effect, but the denial, the repression, of all means and aspirations for improvement which advancing civilization and accumulated experience may discover as desirable to be appropriated and adopted through the orderly processes by which the governed may effect changes in their government. To illustrate: we doubt not a corporation might have been lawfully created to promote, with its own efforts and means, the common judgment of its members that the Federal Constitution should be amended so as to allow the imposition of an "Income Tax" or that Senators **might be** chosen by the electorate of the States instead of by the Legislatures of the States as the constitution then required. We doubt not a corporation might be lawfully created to promote, with its own efforts and means, the governmental acceptance of the common judgment of its members that a different method of government for the State should be substituted for that now established by the Constitution of Alabama.

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COLONY PLAN "MARKED KINSHIP" TO SINGLE TAX AS PROPOSED BY HENRY GEORGE

If it is desirable or necessary, after what has been said, to undertake a mention of an idea or **principle** common to a system of **Single Tax** and to the "business" this corporation may lawfully conduct as a "benevolent landlord" of and for the Complainant (Appellee) and others of its tenants, this may be noted: that the corporation, though owning the land, holds it as if the land was the **common** property of the lessees, exacts annual individual rentals upon this basis, and as before described, pays from the common fund the taxes laid by existing tax laws upon the lands and the property of the tenants (with the exception indicated above herein): and devotes the remainder to the common benefit of the lessees. Aside from the fact that existing tax systems are not the supreme, commanding source of the processes and results thus generally stated, there is, as we understand it, a marked kinship between the Single Tax system as proposed by Henry George and what this corporation may do and appears to be doing under the warrant of its incorporation..

APPELLANT A CORPORATION DE JURE

Our opinion is that the act of 1903, under which the Appellant was regularly incorporated, is not violative of the constitutions, Federal or State. It is not violative of Sections 8 and 9 of Article 1 of the Constitution of the United States, nor of the 16th Amendment thereof: it is not violative of the following sections of the Constitution of the State of Alabama: 211, 212, 229, 232 and 259. The Appellant is, hence, a corporation **de jure**.

POSSIBILITY OF ATTAINMENT OF PURPOSE NOT A QUESTION FOR COURT

Distinguishing, if it can be done, the stated **purpose** underlying the act authorizing incorporations like that of the Appellant from the exercise of the entirely lawful **powers** conferred by Section 5 of the act allowing such corporations, it cannot be affirmed or denied that the stated purpose is impossible of approximate attainment: because, whether the demonstration or illustration with or by the exercise of the lawful powers conferred on the corporation, in a manner or through methods the incorporators conceive to consist with the economic **principles** approved by the corporation and those contractually concerned in or with its lawful operations; has been, is or will be successful, is purely a matter of deduc-

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tion from a premise of fact (assumed, not shown, it may be), that the soundness, wisdom and practicability of the **principles** desired to be vindicated by actual test, within the bounds of every law, has been, is or will be demonstrated or illustrated. One might conclude that the lawful exercise of the **powers** conferred, however ordered, arranged or applied they may be, would conduce to no possible demonstration or illustration of the principles, adherence to which inspired the exercise of the powers; and another might conclude, with equal certainty of immunity from having his conclusion refuted, that the lawful use of the lawful powers conferred had already made a real object lesson confirmatory of the soundness and the practicability of the theories predicated of the principles sought to be illustrated by the corporate use of the powers conferred. There is no standard — nor can there be, — by which the justification or correctness of these opposite deductions may be determined. Such deductions lie entirely in the realm of irrevisable individual conception and personal judgment, colored, if not controlled, by the individual's predilection for or against the economic principles which the order, arrangement or processes observed are conceived to test, illustrate, or demonstrate.

No court can safely undertake to consider and determine the soundness, correctness or wisdom of the mental processes or deductions of individuals who from a lawful management of properties they control conclude that particular economic theories or principles are confirmed in actual test or are vindicated by real illustration. Being so restrained by the very nature of the thing, it is evident that the court cannot register a judgment that the **purpose** in authorizing the incorporation has or will fail any more than it can register a judgment that the **purpose** in authorizing the incorporation has or will succeed.

It appears from the averments of the bill that the corporation is in the actual lawful exercise of powers conferred on it by Section 5 of the act; and that at least some of the phases of its authorized activity are profitable. It is not insolvent. It appears to owe no debts. Under the circumstances shown in the bill, the corporation cannot be dissolved at the suit of a minority stockholder on the ground of its already accomplished or foreshadowed failure, financial or otherwise. — **Decature Land Co. v. Robinson**, 184 Ala., 223; **Ala. Central Rwy. Co. v. Stokes**, 157 Ala., 205. The enactment does not require the concurrent exercise of **all** the powers conferred, nor that even one shall be profitably exercised. If some of its activities only promise serious losses, it is to be presumed, until the contrary is circumstantially disclosed by averments in the pleading, that the corporation's governing authority will not carelessly, needlessly suffer its **extinction** by the complete absorption of its assets in unprofitable operations or enterprises.

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Invoking action on phases of Complainant's asserted rights to relief other than upon the theories denied efficacy by the conclusions registered hereinabove, the prayer of the bill contains this: "In event that it be found and adjudged that your orator is not entitled to the relief above prayed, then and in such event, your orator prays that the said Fairhope Single Tax Corporation, the individual members thereof, its executive council and the members thereof, and all of its officers and agents be enjoined and restrained from fixing the rent under your orator's lease on any basis other than the actual value of the lands exclusive of improvements, and from devoting any of the rents to purposes other than to purposes mutually beneficial to all of the lessees, and from paying from said rents any taxes upon the said company's unrented and unproductive land. Your orator further prays that the said injunction also be made effective in behalf of all other tenants of the said company."

PAYMENT OF TAXES ON UNLEASED LAND JUSTIFIED

Article XIV of the constitution of the corporation, hereinabove set forth, expressly contemplates the payment of all taxes, on the property of the corporation, out of the general fund. This provision of the corporation's constitution, to the rule and authority of which the Complainant has been and is committed as a member of the corporation, affirmatively justifies the payment of the taxes on unleased and unimproved lands owned by the corporation out of the common fund. Until this feature of the corporation's constitution, — a feature that does not appear to conflict with any provision of the charter afforded by the act under which it was organized, — is eliminated by appropriate orderly action of the members of the organization, the complainant should not be heard to complain against its observance.

REMEDY FOR ABUSES (IF ANY) WITHIN ORGANIZATION

If the other two subjects of complaint set forth in the prayer quoted are regarded as corporate wrongs, — and such appears to be the pleader's intention, — the facts upon which the Complainant's conclusions are predicated should be more fully averred. However, if it be assumed (for the occasion only) that these two subjects of complaint, when fully disclosed by adequate allegations of fact, are wrongs of which this complainant may complain, their remedy may be effected by the corporate authorities upon their being directly advised thereof and their correction of these wrongs specifically invoked. The allegations of the bill are not sufficient in respect of the particular averments showing an

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effort to have the wrongs (if so) righted by the corporate authorities or to show the futility of appeal to those authorities.

CHANCELLOR REVERSED AND CASE REMANDED

The decree overruling the demurrer is laid in error. It is reversed; and the cause is remanded.

Reversed and remanded.

Anderson, C. J., and Sayre, and Gardner, J. J., concur.

DECLARATION OF INCORPORATION OF FAIRHOPE SINGLE TAX CORPORATION

We, the undersigned, desiring to form a corporation under the provisions of an act for the organization of corporations not for pecuniary profit in the sense of paying interest or dividends on stock, but for the benefit of its members through their mutual co-operation and association, approved October 1st, 1903, do hereby declare:

1.

The name of said corporation shall be the Fairhope Single Tax Corporation.

2.

The names of its chartered members are Ernest B. Gaston, C. K. Brown, H. Creswell, J. Bellangee, George Knowles, Clara M. Gaston, Mary Hunnel, Mary E. Mead, Marie Howland, William Stimpson, Frank L. Brown, George W. Wood, Clara E. Atkinson, M. V. Watros, J. A. Patterson, William Brown, Mrs. F. L. Brown, A. H. Mershon, C. L. Coleman, Sarah L. Coleman, Edith R. Wilson, C. H. Wilson, Anne B. Call, C. E. Littlefield.

3.

The purpose of said corporation is to demonstrate the beneficence, utility, and practicability of the Single Tax theory, with the hope of its general adoption by the governments in the future, in the meantime securing for ourselves and our children and associates the benefits to be enjoyed from its application as fully as existing laws will permit, and to that end to conduct a model community free from all forms of special privilege, securing to its members therein equality of opportunity, the full reward of individual efforts, and the benefits of co-operation in matters of general concern, holding all land in the name of the corporation and paying all taxes on the same and improvements and other personal property of lessees thereon (moneys and credits excepted), charging the lessees the fair rental value and, in the prosecution of its plans for the general welfare of its members, to do and perform all the acts and exercise all the powers permitted under section 5 of said act.

(Signed): Ernest B. Gaston, C. K. Brown, George Knowles, Clara M. Gaston, Marie Howland, G. M. Bancroft, D. K. Bancroft, Anna B. Hail, William Stimpson, Frank L. Brown, George W. Wood, Clara E. Atkinson, M. V. Watros, J. A. Patterson, William Brown, Mrs. F. L. Brown, A. H. Mershon, C. L. Coleman, Sarah L. Coleman, Edith R. Wilson, C. H. Wilson, Anne B. Call, C. E. Littlefield, H. Creswell, J. Bellangee, Mary Hunnel, Mary E. Mead, William Call, N. Mershon.

Of these twenty-nine persons, fourteen are still in Fairhope, two live nearby, one is in California, three are no longer members, one is of unknown address and eight are dead.

CHARTER OF FAIRHOPE SINGLE TAX CORPORATION

The declaration in writing having been filed with me, setting forth that the subscribers thereto desire to form a corporation under the provisions of an act "To provide for the organization and regulation of corporations not for pecuniary profit in the sense of paying interest or dividends on stock, but for the benefit of its members and through their mutual co-operation and association," and giving the name of the proposed corporation as The Fairhope Single Tax Corporation, and the names

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of the charter members who are the same as the subscribers to said declaration as *(then follow the names as appearing in the application for charter)*, and setting out the purpose of said corporation, I do hereby declare the parties aforesaid, their successors and associates, duly incorporated under the name of The Fairhope Single Tax Corporation; that the existence of said corporation shall be perpetual subject to the right of revocation by the legislature. Such corporation has the power to elect such officers as it may deem necessary in such manner and for such terms as it may provide, and remove the same at any time, and adopt such constitution and by-laws as it may see fit not in conflict with the constitution and laws of the state. Such corporation shall have the power to buy, sell, and lease real estate, to build and operate wharves, boats and other means of transportation and communication; build, erect, and operate water-works, electric lighting and power companies, libraries, schools, parks, and do any other lawful thing incident to its purpose for the mutual benefit of its members, and may admit such other persons to participate in its benefits as it may see fit and upon such conditions as it may impose.

Given under my hand this the 10th day of August, 1904.

CHAS. HALL, *Judge of Probate, Baldwin County, Ala.*

CONSTITUTION OF FAIRHOPE SINGLE TAX CORPORATION, 1913

Preamble.

Believing that the economic conditions under which we now live and labor are unnatural and unjust, in violation of natural rights, at war with the nobler impulses of humanity, and opposed to its highest development; and believing that it is possible by intelligent association, under existing laws, to free ourselves from the greater part of the evils of which we complain, we, whose names are hereunto subscribed, do associate ourselves together and mutually pledge ourselves to the principles set forth in the following constitution.

ARTICLE I: NAME.

The name of this organization shall be FAIRHOPE SINGLE TAX CORPORATION.

ARTICLE II: PURPOSE.

Its purpose shall be to establish and conduct a model community or colony, free from all forms of private monopoly, and to secure to its members therein equality of opportunity, the full reward of individual efforts, and the benefits of co-operation in matters of general concern.

ARTICLE III: MEMBERSHIP.

1. Any person over the age of eighteen years whose application shall be approved by the Executive Council and who shall contribute to the Corporation one hundred dollars, shall be a member of the Corporation; provided that on petition of ten per cent of the qualified membership filed with the secretary within thirty days after action on any application by the Executive Council, such application shall be admitted to a vote of that membership.

2. The husband or wife of a member shall, upon signing the constitution, also be considered a member and entitled to vote in the government of the Corporation, while such relation exists in fact; but only while such membership remains in good standing.

3. Any member against whom complaint of violation of the spirit and purpose

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of the Corporation, or invasion of the rights of its members, is preferred in writing by ten per cent of the membership, may be expelled by the Executive Council, after full investigation of the charges preferred. Such investigation shall be public, and the accused shall be entitled to be represented by counsel.

4. In case of the expulsion of a member, the Corporation shall return to him in lawful money of the United States the amount contributed by him to the Corporation.

5. Certificates of membership shall be transferable only on the books of the Corporation, to persons acceptable as members.

ARTICLE IV: SUPREME AUTHORITY.

1. Supreme authority shall be vested equally in the membership, to be exercised through the initiative and referendum as hereinafter provided.

2. Each member not in arrears to the Corporation shall be entitled to one vote, and one only, at all elections involving changes in this constitution; but on elections of officers and questions concerning local administration of affairs, only those shall be entitled to vote who are in person on the Corporation grounds on the day of election, and who are not in arrears.

ARTICLE V: OFFICERS.

1. The officers of the Corporation shall be a president, a vice-president, a secretary, a treasurer, who shall be superintendent of Finance and Insurance, three trustees, and a superintendent of each of the following departments, — Lands and Highways, Public Service, Industries, and Public Health.

2. The superintendents of the departments shall constitute the Executive Council of the Corporation.

3. The president, vice-president, and secretary shall serve for terms of one year. The trustees shall serve for terms of three years, one being elected each year. The superintendents of departments shall serve for terms of two years, — the first named three being elected on the odd numbered years and the last named two on even numbered years.

4. The president shall be the chief executive officer of the Corporation, shall preside over the meetings of the Executive Council, and have the deciding vote in case of a tie. He shall countersign all warrants drawn upon the funds of the Corporation under authority of the Executive Council, and perform such other duties as may herein or hereafter be provided.

5. The vice-president shall, in case of the death, absence, or inability of the president, perform his duties.

6. The secretary shall have charge of the records of the Corporation, act as clerk of the Executive Council, draw and attest all warrants upon the treasurer authorized by the Executive Council, have charge of the correspondence relating to membership, and prepare annually, and at other times when requested by the board of trustees, full statements of the condition of the Corporation in its various departments.

7. The treasurer shall be the custodian of the funds of the Corporation, shall prepare and issue, under the direction of the Executive Council, the Corporation's non-interest-bearing obligations hereinafter provided for; and shall have general charge of the financial affairs of the Corporation, including the collection of revenues and department of insurance. He shall give good and sufficient bond for the faithful accounting of all monies coming into his hands.

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8. The trustees shall have general oversight of all affairs of the Corporation, shall have charge of all elections, canvass the votes cast and declare the result thereof, shall act as committee to audit all accounts and review all reports of officers and employees, and shall annually, and at other times in their discretion, submit reports advising the members of the condition and needs of the Corporation's business in all departments. They shall have access to the books and accounts of all officers and employees at all times. They shall receive compensation only for time actively employed, and shall hold no other office, either by election or by appointment.

9. The superintendents of departments provided for in section 2 of this article shall have special supervision of the affairs of the Corporation in their respective departments and may employ such assistance as they deem necessary. They shall present to the Executive Council annually, and at such other times as requested by it, reports of the condition of the Corporation's business in their departments, and suggest such changes therein as will in their judgment best promote the interests of the Corporation.

10. The Executive Council shall have general charge of the administration of the affairs of the Corporation, and to that end may make such rules and regulations not inconsistent with its laws as they may deem necessary; may select and employ such agents and assistants not otherwise provided for as they may deem necessary to conduct the Corporation's business; shall fix the compensation of all officers and employees of the Corporation, which compensation shall not, however, exceed the earnings of like ability and energy in productive industry within its limits; shall make an annual appraisal of the rental value of all land held for lease by the Corporation; and shall perform all other duties necessary to the carrying out of the principles and purposes herein set forth.

ARTICLE VI: INITIATIVE AND REFERENDUM.

1. Upon petition of ten per cent of the qualified membership, any act of the Executive Council, legislative or administrative, or any measure proposed by the petitioners, shall be submitted to a vote of that membership at the time set in said petition; provided that where amendments to this constitution are proposed, thirty days' notice must be given, and on other matters at least twenty-four hours' notice.

2. No measure of general legislation passed by the Executive Council shall be in force until thirty days have elapsed after its passage without the filing of a petition for its submission to the membership; provided that nothing in this section shall be construed to prevent the immediate taking effect of any order of the Executive Council necessary to the execution of measures already in force.

3. Upon petition of twenty per cent of the membership entitled to vote upon election of officers, the question of the dismissal of any officer, however elected, or appointed, must be submitted to a popular vote.

ARTICLE VII: ELECTIONS.

1. The regular annual election shall be held on the first Thursday of February of each year.

2. Special elections may be held at any time, at the discretion of the Executive Council, or on petition of ten per cent of the membership, provided that the notice provided in Article VI be given.

3. At all elections printed official ballots shall be prepared, under direction of the board of trustees, on which shall appear in full any measure to be voted upon and the names of all candidates who may be placed in nomination in the manner hereinafter provided.

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4. Nominations for office may be made by petition of five per cent of the membership filed with the secretary ten days before the election.

5. The name of any officer whose term of office expires at any election shall appear on the official ballot as a candidate for re-election unless he shall become disqualified to fill the position; or his declination in writing be filed with the secretary ten days before said election.

6. All voting shall be by secret ballot.

7. The affirmative votes of three-fourths of the members shall be necessary to amend or repeal any part of this constitution.

8. In the election of officers, or on the passage of any measure not conflicting with this constitution, the decision of a majority of those voting shall be final.

9. Should no candidate for an office receive a majority of the votes cast at any election, the trustees shall order a second election to be held two weeks thereafter for such officer, but only the names of the three candidates receiving the highest number of votes shall appear on the official ballot at said second election. If at the second election no candidate receives a majority, a third election shall be held two weeks thereafter; but only the two names receiving the highest number of votes at said election shall appear on the official ballot.

ARTICLE VIII: LAND.

1. There shall be no individual ownership of land within the jurisdiction of the Corporation, but the Corporation shall hold as trustee for its entire membership the title to all lands upon which its community shall be maintained.

2. Its lands shall be equitably divided and leased to members at an annually appraised rental, which shall equalize the varying advantages of location and natural qualities of different tracts and convert into the treasury of the Corporation for the common benefit of its members all values attaching to such lands, not arising from the efforts and expenditures of the lessees.

3. Land leases shall convey full and absolute right to the use and control of lands so leased and to the ownership and disposition of all improvements made or products produced thereon so long as the lessee shall pay the annually appraised rentals provided in the foregoing section, and may be terminated by the lessee after six months' notice in writing to the Corporation and the payment of all rent due thereon.

4. Leaseholds shall be assignable, but only to members of the Corporation. Such assignments must be filed for record in the office of the secretary, and the person to whom the same is assigned thereby becomes the tenant of the Corporation.

5. The Corporation shall have a prior lien on all property held by any lessee upon lands of the Corporation, for all arrearages of rent.

6. If any lessee shall exact from another a greater value for the use of land, exclusive of improvements, than the rent paid by him to the Corporation, the Executive Council shall immediately, upon proof of such fact, increase the rental charge against such land to the amount so charged, or sought to be charged.

7. Nothing shall be construed to invalidate the Corporation's right of eminent domain. In all leases of land the Corporation shall reserve the right to resume the possession of the same for public purposes, on payment of all damage sustained by the lessee thereby, to be determined by three appraisers, one to be chosen by the board of trustees, one by the lessee, and the third by these two.

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ARTICLE IX: FINANCIAL.

1. To provide its members with a safe, adequate, and independent medium for effecting exchanges of property and services, the Corporation may issue its non-interest-bearing obligations, which shall be receivable by it at their face value in full payment of all its demands.

2. These obligations may be issued for all expenses of the public service, but no more shall be issued for such public services during any year than the estimated revenue available during said year for such purpose.

ARTICLE X: PUBLIC UTILITIES.

No private franchise for the supplying of its members with such public necessities as water, light, heat, power, transportation facilities, irrigating systems, etc., shall ever be granted by the Corporation, but it shall, as soon as practicable, erect and maintain the necessary plants, and perform such services, converting all revenues therefrom into the general treasury of the Corporation.

ARTICLE XI: INSURANCE.

Recognizing insurance as a proper department of public business, the Corporation will provide for the insurance of its members and their property when desired at approximate cost of service.

ARTICLE XII: PARKS, LIBRARIES, ETC.

Ample provision shall be made in platting the lands of the Corporation for land for parks and all other public purposes, and as rapidly as may be, lands thus intended shall be improved and beautified, and schools, libraries, public halls, natatoriums, etc., established and maintained at the expense of the Corporation for the free use and enjoyment of the members and their families.

ARTICLE XIII: NO TAXATION.

No taxes or charges of any kind other than heretofore provided for shall be levied by the Corporation upon the property or persons of its members.

ARTICLE XIV: PAYMENT OF TAXES.

All taxes levied by the state, county, or township on the property of the Corporation or any of its members, held within its jurisdiction, moneys and credits excepted, shall be paid out of the general fund of the Corporation.

ARTICLE XV: MAY DEAL WITH NON-MEMBERS.

Lands not desired for use by members may be leased to non-members, and any services which the Corporation may undertake to perform for its members may be performed also for non-members, at the discretion of the Executive Council, on such terms as it may provide.

ARTICLE XVI: INDIVIDUAL FREEDOM.

The natural rights of the members to absolute freedom in production, exchange, associations, beliefs, and worship shall never be abrogated or impaired by the Corporation, and the only limit to the exercise of the will of individuals shall be the equal rights of all others.

ARTICLE XVII: NO INDEBTEDNESS.

No bonds or mortgages or interest-bearing indebtedness of any kind, shall ever be given or assumed by the Corporation.

FAIRHOPE

APPLICATION FOR MEMBERSHIP

To Executive Council of Fairhope Single Tax Corporation:

Having carefully read your constitution, heartily approving thereof, and desiring to participate in the work you are doing, I hereby make application for membership in your Association.

I particularly state that I understand and approve of your policy of collecting from holders of your land the full annual rental value of their holdings, and, in consideration thereof, assuming the payment of all taxes assessed upon their improvements and personal property thereon (moneys and credits excepted); and,

That I understand and agree that the certificate of membership I shall receive, if accepted, will not entitle me to any dividends or profits from the operations of the Corporation and shall be transferable only with the consent of the Corporation and to persons acceptable to it as members.

MEMORANDA

Member of what trade or reform organization?

Read Henry George's works? Which?

References to my standing as a man and Single Taxer:

*Herewith find for \$ for payment, to be returned if my
application is not accepted.*

Name

Street and No.

City

State

LIST OF MEMBERS OF FAIRHOPE SINGLE TAX CORPORATION

(With Home Telephone Calls)

October, 1923

Anderson, Gilbert, address unknown
Andrews, Don E., Fairhope
Andrews, Ella W., Fairhope
Atkinson, Richard L., 31 Reservoir Ave., Jersey City, N. J.
Bancroft, Delia K., Fairhope.
Bancroft, George M., Fairhope
Berglin, A. C., Fairhope. Tel. 1162
Berglin, Eva, Fairhope
Bostedo, Elnora F., Chicago, Ill.
Bostedo, L. G., Chicago, Ill.
Bowen, Dollie, Fairhope. Tel. 196
Bowen, M. A., Fairhope. Tel. 1164
Bowen, Mrs. M. A., Fairhope. Tel. 1164
Bowen, T. H., Fairhope. Tel. 196
Braam, Abbie M., Findlay, Ill.
Braam, Jacob W., Findlay, Ill.
Brown, Frank L., Fairhope. Tel. 1314

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Brown, Minnie H., Fairhope. Tel. 1314
 Call, Anne B., Fairhope
 Call, Helen, Fairhope
 Call, William, Fairhope
 Campbell, Joseph C., Rochester, Pa.
 Christopher, Alice H., 1140 Columbus Ave., Boston, Mass.
 Christopher, Joseph, 1140 Columbus Ave., Boston, Mass.
 Coates, Walter, London, Eng.
 Cohen, E. Yancey, Fairhope and Merriewold, N. Y.
 Cohen, Isabel H., Fairhope and Merriewold, N. Y.
 Coleman, C. L., Fairhope
 Coleman, Sarah L., Fairhope
 Comings, Mrs. L. J. N., Fairhope. Tel. 1293
 Cope, M. M., Fairhope
 Craig, Thomas P., 483 Prescott St., Pasadena, Calif.
 Cross, Eloise L., Fairhope. Tel. 1293
 Cross, J. R., Fairhope. Tel. 1293
 Crosby, Mrs. John S., New York City
 Curtis, Daphne L. E., Fairhope and Birmingham, Ala.
 Darrow, C. A., Fairhope
 duChoine, Katharine I., Fairhope. Tel. 1333
 duChoine, V. I., Fairhope. Tel. 1333
 Dyson, Margaret, Fairhope. Tel. 1184
 Dyson, Marmaduke, Fairhope. Tel. 1184
 Eckert, Charles R., Beaver, Pa.
 Edwards, Willard H., Fairhope
 Fels, Mrs. Mary, 4305 Spruce St., Philadelphia, Pa.
 Foord, Charles C., 1844 12th St., Chicago, Ill.
 Ford, Fred G., address unknown
 Gaston, C. A., Fairhope
 Gaston, Clara M., Fairhope. Tel. 1153
 Gaston, E. B., Fairhope. Tel. office 1152, residence 1153
 Gaston, James E., Fairhope. Tel. office 1272, residence 1155
 Gaston, Olive W., Fairhope. Tel. 1155
 Hail, Anna B., 1322 W. 17th St., Los Angeles, Calif.
 Hall, Bolton, 29 Broadway, New York City
 Hall, S. S., 29 Broadway, New York City
 Hopping, G. L., Fairhope
 Hopping, Mrs. G. L., Fairhope
 Howarth, John B., Box 210, Birmingham, Mich.
 Hussey, Mary, 142 North Arlington Ave., East Orange, N. J.
 Johnson, Axil, Fairhope. Tel. 1132
 Johnson, Marietta L., Fairhope and Edgewood School, Greenwich, Conn.
 Johnson, Nettie F., Fairhope. Tel. 1132
 Kiefer, Rosa, 811 Atwood Road, Philadelphia, Pa.
 Knips, Emil, Lismore, Minn.
 Lorenzen, J. G., Fairhope
 Lorenzen, Rose E., Fairhope
 Lyon, T. P., Fairhope and Washington, D. C.
 Mallory, Frank H., Fairhope
 Mallory, Mary E., Fairhope
 Mann, L. C., Ponca, Okla.
 Mann, Mrs. L. C., Ponca, Okla.

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Mann, S. E., Gladbrook, Ia.
 Mann, Mrs. S. E., Gladbrook, Ia.
 Mann, T. E., Gladbrook, Ia.
 Mann, Mrs. T. E., Gladbrook, Ia.
 McCarthy, John, Fairhope
 McCarthy, Mary, Fairhope
 McConnel, W. G., Caixa, Sao Paulo, Brazil
 McDermaid, Isabella, Rockford, Ill.
 Melville, Alexander J., Fairhope
 Mershon, A. H., Fairhope. Tel. 1353
 Mershon, Almeda W., Fairhope. Tel. 1353
 Mershon, N., Fairhope
 Mogg, Annabel D., Lyndora Hotel, Hammond, Ind.
 Moore, Marie B., 247 Duncan Ave., Jersey City, N. J.
 Nichols, Paul, Fairhope
 Nichols, Mrs. Paul, Fairhope
 Noren, H. W., Greenfield Ave. and Winterburn St., Pittsburg, Pa.
 Parker, Daisy, Fairhope
 Parker, Harry H., Fairhope
 Paton, J. S., Fairhope
 Patterson, John A., Fairhope
 Patterson, Mrs. John A., Fairhope
 Payne, Isabella G., Fairhope
 Powell, R. F., Fairhope
 Powell, Laura F., Fairhope
 Preston, Mrs. Ivy P., 155 South Conception St., Mobile, Ala.
 Reitz, Jacob, 4116 Park Ave., Chicago, Ill.
 Reitz, Mrs. Jacob, 4116 Park Ave., Chicago, Ill.
 Roberts, E. J., Fairhope. Tel. 1324
 Roberts, Mildred, Fairhope. Tel. 1324
 Robinson, Lona Ingham, 707 San Fernando Bldg., Los Angeles, Calif.
 Rockwell, Curtis L., Fairhope. Tel. 433
 Rockwell, Franklin, Fairhope. Tel. 4710
 Rockwell, Helen Belle, Fairhope. Tel. 475
 Rockwell, Nelson, Fairhope. Tel. 432
 Rockwell, Mrs. Nelson, Fairhope. Tel. 432
 Rockwell, Reuben, Fairhope. Tel. 475
 Rockwell, Sarah, Fairhope. Tel. 433
 Rusby, George L., Nutley, N. J.
 Schemenour, William, address unknown
 Schmidt, Hans, 4028 Kenmore Ave., Chicago, Ill.
 Schmidt, Mrs. Hans, 4028 Kenmore Ave., Chicago, Ill.
 Smith, Alice, Fairhope. Tel. 477
 Smith, Bolton, Memphis, Tenn.
 Smith, Grace S., Memphis, Tenn.
 Smith, Marion, Fairhope. Tel. 477
 Stimpson, Alice, Fairhope. Tel. 1313
 Stimpson, Jesse, Fairhope
 Sumner, Anna W., Geneva, Ohio
 Sumner, William, Geneva, Ohio
 Thornton, Florence A., Fairhope. Tel. 1233
 Thornton, George H., Fairhope. Tel. 1233
 Trenholme, Arthur K., 1111 Division St., Portland, Ore.

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Trenholme, Hazel, 1111 Division St., Portland, Ore.
Troyer, A. M., Fairhope. Tel. 1234
Troyer, Elva D., Fairhope. Tel. 1234
Van Vechten, C. D., Security Bank Building, Cedar Rapids, Ia.
Warren, Fiske, Harvard, Mass.
Watros, M. V., Fairhope
Wheeler, Dewey, Fairhope
White, A. V., Vallejo, Calif.
White, Mrs. A. V., Vallejo, Calif.
Whittier, A. N., Fairhope. Tel. 1182
Whittier, Carrie O., Fairhope. Tel. 1182
Wilmons, Hettie B., Fairhope
Winberg, O. F. E., Silverhill, Ala.
Wolcott, E. C., Fairhope and Warren, Ohio
Wolcott, Mrs. E. C., Fairhope and Warren, Ohio
Wolf, Mrs. Ada, Oakland, Calif.
Wood, George, Fairhope
Worcester, J. T., Fairhope

LEASE

This Lease, MADE THIS..... DAY OF....., 19...., BY AND BETWEEN
FAIRHOPE SINGLE TAX CORPORATION, OF FAIRHOPE, BALDWIN COUNTY, ALABAMA, AND.....

OF....., HEREINAFTER DESIGNATED AS THE LESSEE.

WITNESSETH: THAT THE SAID FAIRHOPE SINGLE TAX CORPORATION, FOR AND IN CONSIDERATION
OF THE ANNUAL RENTALS AND COVENANTS HEREINAFTER MENTIONED, HAS THIS DAY LEASED TO AND
SAID LESSEE TAKEN POSSESSION OF THE FOLLOWING DESCRIBED PORTION OF LAND TO WIT:.....

....., SECTION....., TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY
ALABAMA, FOR THE TERM OF NINETY-NINE YEARS FROM THIS DATE UPON THE FOLLOWING TERMS TO WIT:

(1) The said lessee, his heirs or successors, shall pay to the said Fairhope Single Tax Corporation, its successors or assigns, in equal
payments, on the first days of January and July of each year, the annual rental value of said land, exclusive of his improvements thereon,
to be determined by the said Corporation through its Executive Council or Board of Directors, under its avowed principle of so fixing the
rentals of its lands as to equalize the varying advantages of location and natural qualities of different tracts and convert into the treasury
of the Corporation for the common benefit of its lessees, all values attaching to such lands, exclusive of improvements thereon. And the said
lessee, for himself and his heirs, hereby expressly agrees that the said annual rent shall be determined by the said Corporation upon the
principle just stated, and shall be expended by said Corporation, subject to the conditions hereinafter stated.

(2) The land herein leased shall be used for such purposes only as may not be physically or morally offensive to a majority of the resident
members of the Fairhope Single Tax Corporation, and the lessee shall be subject to such reasonable sanitary regulations as may be imposed
by the Executive Council or Superintendent of Public Health of said Corporation.

(3) In consideration of the payment of the rents herein provided for, the Fairhope Single Tax Corporation agrees with the said lessee
to pay all taxes levied by county and state upon the land herein described and on receipt of the County Treasurer's receipt for taxes paid
by him upon the improvements and other personal property held upon such lands—moneys and credits excepted—to give him a certificate of
equivalent amount, receivable from bearer at its face value on rent, or in the discharge of any indebtedness to the Corporation. Provided
that said lessee will appoint whomsoever may be designated by the Corporation as his agent to return his property for taxation, where per-
mitted by law so to do; and that in no event shall the Corporation be bound to pay taxes on any more than the fair valuation of the prop-
erty, on the basis required by law.

(4) And the said Fairhope Single Tax Corporation further agrees in consideration of the covenants of the said lessee herewith evidenced,
that no part of the rents paid by him upon the land herewith leased, shall be appropriated as dividends to its members or any other
persons, but that all shall be administered as a trust fund for the equal benefit of those leasing its lands.

(5) And the said Corporation still further agrees, that in the distribution of the benefits which its purpose is to secure for residents
upon its lands, no distinction shall be made between individuals, whether members of the corporation or not, but that with the exception of
the right of members as participants in the government of the Corporation, all shall be treated with strict equality.

(6) It is agreed by the parties hereto, that time is of the essence of this contract. All rents not paid within ninety days of the time
the same become due, shall be subject to a penalty of one per cent per month until paid; and the lessor shall have a prior lien on all im-
provements upon the land herein leased, to secure the payment of the rent and for the payment of all other indebtedness of any description
whatsoever, by the lessee to the lessor. If the land leased be unimproved, or in the judgment of the Corporation the improvements thereon
are not of sufficient value to secure the payment of the rent and cost of collecting same, then, in such event, all rights under this lease
shall be subject to forfeiture without notice, after the rents shall have been due and unpaid for ninety days; and the improvements, if any,
shall revert to the lessor. Upon failure to pay the rents, or any portion thereof, for six months after the same become due, the lessor is
hereby authorized to sell at public sale the improvements on any leasehold, for satisfaction of the amount due, after first giving ten days'
notice by one publication in some paper published at Fairhope, Alabama, the cost of such publication and the making of such sale to be paid
with the rent out of the proceeds of such sale, and the remainder, if any, to be returned to the lessee or such other person as may be author-
ized to receive the same. The lessor, its agent or attorney, may conduct such sale; and the party so conducting the sale is authorized to
make, in the name of the lessee, proper conveyance of the property so sold. The lessee hereby waives all right of exemption of any prop-
erty as against the collection of any debt due under this contract. The sale of the improvements under legal process shall work a forfeiture
of all rights under this lease.

(7) The Fairhope Single Tax Corporation agrees that in case of its dissolution, either by voluntary act of its members or otherwise, and
the division of its assets among its members, the said lessee, if a member, shall be entitled to have the land herein described and leased—or
so much of it as he may designate—included in his portion, at its actual value at the time, exclusive of improvements thereon, and if it
exceed in value such portion, to purchase the excess at such valuation. If not a member, the lessee may at such time acquire title to the land
herein leased by paying to the Corporation its actual value exclusive of improvements upon it.

(8) The Fairhope Single Tax Corporation believes its title to the land herein leased to be good, and will use every proper means in its
power to maintain the same; but it is distinctly understood that the Corporation, acting only with the benevolent purpose to secure land and
administer it for the benefit of those who may desire its use, shall not be held liable for any losses resulting from defects in its title.

(9) The right is reserved by the Fairhope Single Tax Corporation to resume possession of all or any portion of the land herein described, for public purposes only, on payment of the appraised value of the improvements thereon.

(10) Should it become necessary to determine the value of said land or of the improvements thereon, in compliance with the provisions of Sections 3, 7, or 9 of this lease, the same shall be determined by a board of arbitration, one to be chosen by the Fairhope Single Tax Corporation, one by the lessee, and a third by the two.

(11) This lease is assignable only to members of Fairhope Single Tax Corporation, or to persons acceptable to it. Assignments must be filed for record in the office of the Corporation, and the person to whom the assignment is made becomes the tenant of the Corporation. It is not the intent of this provision to interfere with the temporary sub-letting of this property or any portion of it.

(12) Surface rights only are hereby leased. All mineral rights are reserved by lessor.

IN WITNESS WHEREOF, THE PARTIES HEREUNTO HAVE SET THEIR HANDS IN DUPLICATE, THIS.....

DAY OF.....191....

BY ORDER EX. COUNCIL.....19..

FAIRHOPE SINGLE TAX CORPORATION

By.....President

.....Lessee

.....Secretary

FAIRHOPE
BY-LAWS
PEOPLE'S CO-OPERATIVE STORE, INC.
FAIRHOPE, ALA.

BY-LAWS

I. The name of this Association shall be: People's Co-operative Store, Inc.

II. The purpose is to organize and do a general merchandising business for the benefit of its members; this business to be strictly cash.

III. The business is to be managed by a board of nine Directors, elected by members of the Association at their annual meeting, the second Wednesday in January, five of whom shall constitute a quorum.

The Board of Directors shall employ a competent manager who shall conduct the business of the Association under the supervision of the said Board of Directors.

IV. The Board of Directors are to elect from among themselves a President and Vice-President, also a Secretary-Treasurer, who may or may not be a member of the board, to serve for a term of one year, or until their successors are elected.

V. The Manager and the Secretary-Treasurer shall each be bonded to the amount of the working capital of the Association.

VI. Finance. The working capital of the Association shall be derived from membership fees; membership fees to be \$25.00 each. No member shall own more than one certificate.

VII. The business of this Association shall be conducted on a competitive basis with other stores.

VIII. An inventory shall be taken quarterly and dividends declared to members pro rata, according to purchases made, after 10 per cent of net earnings is set aside for a sinking fund.

IX. Any member wishing to withdraw from this Association shall notify the Board of Directors, who shall have power to grant or refuse his request.

X. The Directors of the Association shall meet on the second Monday of each month.

XI. The membership of the Association shall meet quarterly upon notice given by the Board of Directors.

XII. On a petition signed by 20 per cent of the members an Initiative or Referendum Election shall be called by the Secretary, and all members shall be notified at least two weeks prior to said Initiative or Referendum Election.

XIII. On a petition signed by 20 per cent of the membership a Recall Election shall be called by the Secretary, and all members shall be notified at least two weeks prior to said Recall Election.

XIV. The Constitution and By-laws may be changed at any regular meeting of the members or on a petition of 20 per cent of the members for a Constitution and By-laws Election, and notice shall be given all members of proposed change at least two weeks prior to said Constitution and By-laws Election.

FAIRHOPE

XV. All property of this Association shall be insured against fire.

XVI. This Association shall have the power to buy or sell real estate or such other property as is necessary to the proper conduct of the business.
Adopted January 5, 1921.

FINANCIAL REPORT OF THE PEOPLE'S CO-OPERATIVE STORE, INC.

QUARTER ENDING JUNE 30, 1923

Assets

Cash on Hand.....	\$ 1,924.49
Inventory.....	7,012.00
Outstanding Accounts.....	702.01
Fixtures, Less 2½%.....	2,408.39
Truck, Less 9%.....	364.15
New Fixtures.....	395.65
Warehouse.....	236.04
Ice Plant Stock.....	75.00
Shed.....	163.68
Insurance.....	58.33
Advanced Organic School.....	60.00
Loaned Civic Club.....	10.00
Colony Rent Paid in Advance.....	81.47
	\$13,491.21

Liabilities

Capital Stock.....	\$ 3,758.00
Bills Owing.....	4,081.51
Owing on Fixtures.....	190.00
Notes.....	202.00
Building Reserve Fund.....	416.52
Fiske Warren.....	1,226.18
Fiske Warren Deposit.....	20.00
Earnings to January 1, 1923.....	2,363.03
Earnings January 1 to April 1, 1923.....	\$467.78
Less Dividend.....	64.24
	\$403.54
Earnings April 1 to July 1, 1923.....	403.54
	830.43
	\$13,491.21

FAIRHOPE

THE SOMERS SYSTEM AS APPLIED TO FAIRHOPE

The Somers System is used in making appraisements of rent in Fairhope. An explanation of the same follows:

Under this system the street frontage figures given represent, in the judgment of the appraisers, the comparative value of the frontages on the different streets and in different blocks. These figures being percentages of 100, in multiplying by them the decimal point is placed two places from the right, thus: 50 (feet frontage) $\times$ 50 (block front rate), equals 25.00.

These figures do not represent the rent, but the rent is ascertained by multiplying the sum of the first multiplication by a pre-determined figure (this year .3875). This gives the rent for a lot in the middle of the block, 100 feet deep; thus: 50×50 equals 25.00; $25 \times .3875$ equals \$9.69, annual rent.

If the lot is on a corner, or is over or under 100 feet, tables calculated by Mr. Somers enable the proper charge to be readily made.

Where street frontage rates are given on streets on which acreage property fronts, the street frontage rate applies only to the first 132 feet, the balance being figured at the acreage rate.

FAIRHOPE

LESSEES AND RENT CHARGES

FAIRHOPE SINGLE TAX CORPORATION

1923

To Lessees

Fairhope Single Tax Corporation:

The following rent list for 1923 is the result of action of lessees of the Fairhope Single Tax Corporation, approved by the Executive Council.

The action of the lessees was the result of a number of meetings to which all lessees were not only invited but were urged to attend.

The first meeting was held at P. P. K. Hall, on Friday, Nov. 17, 1922, and was well attended. On the wall of the hall were hung large maps showing the Colony lands on a large scale (the gift to the Colony of Mr. E. Y. Cohen).

The "Somers System," by which agreements are reached on street frontage values, stated in percentages, the most valuable being 100%, and rents are then calculated according to frontage and depth, corner lot influences, etc., by rules worked out by Mr. Somers, the calculations being a purely mathematical process, was fully explained.

There was then a unanimous agreement of the lessees on the appointment from among themselves regardless of membership or non-membership in the Colony, of five committees; one for each of four divisions into which the town was for convenience divided, and one for the country; those in the Town to rate the comparative street frontages within their sections, and that in the country to rate acreages in the same manner. These committees were selected from residents in the various divisions.

The following evening the committees met and in committee of the whole agreed upon the most valuable street frontage, to be rated at 100% as being on the south side of Fairhope ave., near Section street (but excluding the influence of Section street).

The whole committee continued consideration of frontages about the most valuable business corner (Fairhope and Section), until there was agreement on comparative ratings just back from the corner on both streets, north, east, south and west.

The committees then separated to work on their particular sections.

A few days later the committees came together and compared notes. As a result there was agreement that the committee for the division south of Fairhope ave., and east of Section street, was the nearest correct in its shadings down from the agreed basis about the corner of Fairhope and Section, and the other committees were recommended to revise their calculations, in harmony with the work of this committee.

This they did and at another meeting of the whole committee the work of the sub-committees was revised and adopted.

Another meeting of lessees was then called at which the work of the committee as shown in percentage figures on the maps before referred to, was unanimously approved.

The committee on country valuations also presented its report, placing its 100% rating on land just east of the Greeno road on Fairhope avenue and shading off to 31% at the extreme limit of the Colony land.

The meeting then addressed itself to the matter of fixing a value upon one foot front with a depth of 100 feet, at the maximum rating of 100%. This was fixed by practically unanimous vote at \$1.50.

FAIRHOPE

The rental charge against an acre rated at 100% was in the same way fixed at \$3.25.

The action of the lessees was then approved by the Council, which according to the constitution and the lease contracts, has the authoritative voice in determining rents (subject to a referendum to the members).

From these valuations all rents are calculated, according to the street frontage percentages in town and the acreage percentages in the country, subject to deductions for "physical conditions" as fixed by previous committees or others to which the matter was referred.

The chief advance in rents under this appraisalment has been in the business section, which has been held to include all of Fairhope avenue to Bancroft street and Section street from Fairhope avenue to the Postoffice.

Residence sections have been in general somewhat advanced, but not greatly, except where in the opinion of the committee street frontages had been previously undervalued by fair comparison with other streets and where they were brought up to what was believed to be the proper relation.

There was also a considerable advance in country lands, especially those farther out.

It is regretted that the printing of the list has been so much delayed. On account of the lateness, the time for payment of rents without penalty was extended by the Executive Council from April to June.

In some cases the frontage of a block will be at a different rate at either end of the block which is indicated, for an example, as follows: "S. 50 at e., 88 at w." capital "S" indicating the south side of the block; "50 at e.," meaning the rate at east end of south side, and "88 at w." meaning the rate at west end of south side. The charge against lots on this front is shaded between 50 and 88 according to location.

It is suggested that you make a note on your rent list of any inequalities in your judgment, as you look over it, that you may bring them up before the lessees, at next appraisalment.

NOTES

At the head of each block in town is given the percentage rate, per front foot for 100 feet deep, on each front foot of the block, "N" meaning north, "E" east, "W" west, "S" south.

The name of the lessee given is as appears upon the Corporation books. In some cases others are in possession under agreements by which the leases are not transferred until fulfilment of certain conditions.

Rents are payable in semi-annual instalments, due January 1st and July 1st and delinquent and subject to penalty of 1% per month after 3 months. This year payment for first half may be made in June, without penalty.

In applying tax receipts on rent the assessor's tax duplicate must be exhibited. Make checks payable to Fairhope Single Tax Corporation, and hand or mail to
G. W. WOOD, Treasurer.

DIVISION ONE

TRACT "A" ON BEACH S. 60, E. 40

T. H. Bowen.....	117.50
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TRACT "B" ON BEACH W. 40

A. O. Berglin.....	52.74
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FAIRHOPE

BLOCK ONE

N. 33, W. 50	
M. A. Bowen, 91 ft. Mobile Ave., 240 ft. Fairhope Ave.	151.80
Mabel & Herbert Forster, 132 ft. Fairhope Ave.	72.37

BLOCK TWO

N. 33, E. 20	
T. J. Klumpp, 84 x 223	79.91

BLOCK THREE

E. 28, W. 40, S.—e. 30, w. 35	
Lots of varying sizes	
S. W. & Henry Hiestand, N. 84 ft. of W. 148 ft.	57.76
Mrs. Isabel H. Cohen, S. 139 ft. of W. 148 ft.	124.40
Mrs. Ivy T. Preston, 263 ft. front, 24 ft. rear, beginning 134 ft. W. of Bay View Ave.	153.99
Mrs. A. Sherman, E. 34 ft. of Lot 7	19.71
Mrs. A. Sherman, Lot 8	62.22
Eugene Slosson, Lot 9	46.83

BLOCK FOUR

E. 30, S. 20, W. 30	
Lots of varying sizes	
W. S. Sumner, W. 167 ft. of Lot 1	29.34
R. Query, W. 126 ft. of Lot 2	27.18
Mr. and Mrs. E. A. Knapp, W. 148 ft. of Lot 3	71.24
Mr. and Mrs. E. A. Knapp, E. part of Lot 1 and W. 20 ft. of Lot 4	11.22
Cornelia Slosson, E. 61 ft. of Lot 3	19.14
Geo. F. Riel, E. 84½ ft. of Lot 4 and W. 18½ ft. of Lot 5	38.20
Frank W. McCloud, E. 86½ ft. of Lot 5	31.20
C. E. Norton, S. 140 ft. of Lots 6 and 7	76.95
T. H. Young, N. 83 ft. of Lots 6 and 7	29.76

BLOCK FIVE

W. 20, S.—w. 20, e. 10	
Regulation lots 104½ x 223	
A. N. & C. O. Whittier, Lots 1 and 2	117.96
Mrs. J. Christopher, Lot 3	28.83
Miss Abrahams, Lot 4 (50% deductions)	11.17

BLOCK SIX

S.—w. 10, e. 20, E. 24	
J. I. Pitman & Co., Lot 1 (40% deductions)	12.84
J. I. Pitman, Lot 2 and W. 14½ ft. Lot 3	28.72
A. M. Tiffany, W. 75 ft. of E. 90 ft. Lot 3	20.97
Mrs. M. L. Johnson, E. 15 ft. Lot 3 and W. 46½ ft. Lot 4	18.60
Mary E. Brown, E. 58 ft. Lot 4 and W. 11½ ft. Lot 5	24.89
J. E. Lawrence, E. 81½ ft. Lot 5	53.91

BLOCK SEVEN

N.—e. 20, w. 10, E.—n. 20, s. 40	
S.—e. 88, w. 70, W. 24	
Peoples Cooperative Store, 70 x 125 ft. on cor., and 43 x 104.5 in rear	109.21
E. B. Gaston, N. 50 ft. Lot 1	18.33
H. S. Walker, 34½ x 125 ft. SE. cor. Lot 1	41.52
H. J. & M. C. Rathje, Lot 2 and W. ½ Lot 3	222.60
Mrs. Bessie Call, E. ½ Lot 3 and W. 44½ ft. Lot 4	145.27
Mrs. Annie B. Call, E. 60 ft. of Lot 4	93.60
Henry Crawford, Lot 5	201.88
J. W. Norton, 86 x 100	49.02
Mrs. Ella Darby, N. 132 ft. of E. 50 ft. Lot 6	37.58
Mrs. E. L. Wood, 50 ft. Magnolia St., by 132 ft. next W. of above	22.93
Mr. and Mrs. A. H. Mershon, W. 87½ ft. Lot 7, Lot 8 and E. 50½ ft. Lot 9	75.21
Mrs. John A. Patterson, part Lots 9 and 10, 140 ft. x 84 ft., except 24 x 20 SW. cor.	19.98
R. E. Hunting, parts Lots 9 and 10, 218 x 117, except 116 x 20, NE. cor.	39.62

BLOCK EIGHT

N. 20 at Summit, 10 at Church, E. 24, S. 59 at Summit, 70 at Church, W. 25, Library site, 50 x 96 in NW. cor.	
Mrs. Etta K. La Pierre, 183 x 67 on Magnolia Ave., 50 ft. E. of Summit St., and 93 x 47 east of rear end	23.47
Wm. Zepp, 100 ft. on Magnolia Ave., by 165 ft., except 47 x 75 in SW. cor.	25.17
Mrs. Randolph, 83½ x 84, Magnolia Ave., 83½ ft. W. of Church St.	15.60

FAIRHOPE

Marion Smith, 83½ x 84, cor. Magnolia Ave., and Church St.	31.88
Oswalt Bros., 50 x 120 SE, cor. Lot 5	19.35
Mrs. Electa Massey, 57½ x 150, SE, cor. Lot 4	80.68
Alberta Tapia, E. 33½ ft. of Lot 3, Lot 4, except 57½ x 150 in SE, cor.	120.53
Mrs. B. B. Mershon, Lots 1, 2, and W. 71½ ft. of Lot 3 less N. 35 ft. of Lots 1 and 2	300.00
J. E. Gaston, N. 35 ft. of Lots 1 and 2 and S. 35 ft. of Lots 7 and 8, also 11 x 18 in rear	31.35
N. Mershon, tract 50 x 95 in center of block	3.70

BLOCK NINE

N. 20, E. 25, S. 40 at Bayview, 70 at Church, W. 33

L. M. Clements, Lot 1	50.06
J. F. Westin, Lots 2 and 3	112.56
David Russell, Lots 4 and 5	100.59
Mrs. E. Drath, Lot 6 and ground in rear	59.10
Wm. Edgerton, Lot 7 and ground in rear	62.87
Nelson Rockwell, Lot 8	57.51
Mrs. E. L. Cross, Lot 9 and E. 80 ft. Lot 10	130.96
Mrs. E. L. Cross, E. 80 ft. of Lot 11	27.90
Query & Pound, W. 52 ft. of Lot 11	5.58
Martin & Hopping, Lot 12	71.93
Mrs. C. M. Gaston, Lot 13	46.34
A. N. & C. O. Whittier, Lot 14	39.87
A. J. Kempton, Lot 15	21.30
Wm. McIntosh, Lot 16	21.30
Henry Crawford, Lot 17	21.30
Mrs. A. B. Call, Lot 18	88.25
C. M. Brady, Lot 19	36.93
E. B. Gaston, Lot 20	8.12

BLOCK TEN

N. 40 at Bay View, 70 at Church, E. 15, W. 20

Sidewalk at 2.48 cents a lineal foot

G. W. Gore, N. 88 ft. of W. 96 ft. of Lot 1; 96 ft. sidewalk	70.77
Dr. W. H. Weston, S. 47 ft. of W. 96 ft. of Lot 1	13.86
I. L. Pound, S. 88 ft. of W. 96 ft. of Lot 1	25.98
M. S. Smiley, E. 8½ ft. of Lot 1 and W. 96 ft. of Lot 2; 104½ ft. sidewalk	85.90
Mrs. H. M. Knapp, Lot 3 and E. 8½ ft. of Lot 2; 113 ft. sidewalk	102.69
Mrs. J. Russell, W. ½ of Lot 4; 52½ ft. sidewalk	48.84
Miss Mary Clegg, E. ½ of Lot 4; 52½ ft. sidewalk	50.40
Mrs. M. Dyson, W. ½ and SE. ½ of Lot 5; 52½ ft. sidewalk	51.81
C. G. & F. L. Godard, NE. ¼ of Lot 5 and Lot 6; 118 ft. sidewalk	107.60
C. G. and F. L. Godard, N. ½ of S. ½ of 6 and of S. ½ of E. ½ of 5	12.95
M. Dyson, S. ½ of 6 and of E. ½ of 5	14.87

BLOCK ELEVEN

N. 40 at Bay View, 70 at Church, E. 33, W. 15

Sidewalk at 2.48 cents a lineal foot

E. H. Titus, Lot 1; 70 ft. sidewalk	94.82
Miss Welch, Lot 2 and W. ¼ of Lot 3; 130 ft. sidewalk	160.21
Mrs. Comings, E. ½ of Lot 3 and Lot 4; 182.88 ft. sidewalk	266.72

BLOCK TWELVE

N. 70 at w., 100 at e., E. 70, W. 33

Sidewalk at 2.48 cents a lineal foot

A. O. Berglin, Lot 1, except N. 104½ ft.	61.74
W. C. Mason, 74½ x 104½ in NW, cor. of Lot 1; 74½ ft. sidewalk	126.32
E. C. Ruge, E. 30 ft. of N. 104½ ft. of Lot 1; 30 ft. sidewalk	35.35
F. G. and Luella Hodges, W. 44 1-3 ft. of Lot 2; 44 1-3 ft. sidewalk	69.18
Mrs. Williams, E. 62½ ft. of Lot 2; 62½ ft. sidewalk	100.75
M. Melville, E. 30 ft. of Lot 3; 30 ft. sidewalk	49.79
A. M. Galbraith, S. 90 ft. of E. 50 ft. of W. 83 ft. of Lot 3	12.23
Geo. Nelson, N. 125 5 ft. of E. 50 ft. of W. 83 ft. Lot 3; 50 ft. sidewalk	74.89
A. J. Melville, E. 20 ft. of W. 100 ft. Lot 3; 20 ft. sidewalk	30.80
J. F. Lowell, 17 ft. in Lot 4; 17 ft. sidewalk	30.39
E. B. Gaston, 36.3 ft. in Lots 3 and 4; 36.3 ft. sidewalk	66.04
W. B. Martin, E. 32 ft. of W. 82 ft. 10 in. of Lot 4; 32 ft. sidewalk	59.24
John Lawrence, E. 21 ft. 8 in. of Lot 4 and W. 38 ft. 4 in. of Lot 5; 60 ft. sidewalk	118.16
H. Crawford, 20 x 117 of Lot 5; 20 ft. sidewalk	34.09
Mrs. C. L. Mershon, N. 143 ft. of E. 34.8 ft. of Lot 5; 34.8 ft. sidewalk	81.68
Clayton Baldwin, S. 72 ft. of E. 55 ft. of Lot 5	54.24

FAIRHOPE

BLOCK THIRTEEN

N. 17 E. 70 at north, 20 at south, S. 10, W. 33 at north, 17 at south
Regulation lot 66 x 132

Knights of Pythias, Lot 1	45.21
Mrs. P. S. Miller, Lot 2	51.68
Ralph Young, Lots 3 and 4	75.84
John Lawrence, Lot 5	12.69
Theosophical Society, Lot 6	12.69
J. S. & Jane D. Irwin, Lot 8 and 65.7 ft. of Lot 7	57.00
Mrs. L. A. Powell, S. 46.3 ft. Lot 7, Lots 9, 10 and N. 29 ft. of Lot 11 and unplatted part of blk.	113.21
Mrs. G. W. Johnson, S. 37 ft. of Lot 11 and N. 29 ft. Lot 12	30.47
Miss Jennie Brown, S. 37 ft. of Lot 12 and Lot 13	44.59

BLOCK FOURTEEN

E. 40 at north, 20 at south, S. 10

Mrs. H. M. Rapp, Lots 1 and 2, less 100 ft.	52.26
W. P. Minnich, Lot 3	43.85
Mrs. Lee, W. 100 ft. Lot 1	14.04

BLOCK FIFTEEN

E. 17, S. 5

D. W. Davis, all of Block, 192 ft. front	51.09
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DIVISION TWO

BLOCK ONE

N. 30, E. 10, S. 25, W. 55
Regulation lot 49 x 200

Mrs. V. S. McClintock (Colonial Inn), Lots 1 and 2	127.25
Mrs. A. Stromberg, Lots 3 and 4	103.37
Daphne L. E. Curtis, Lots 5 and 6	102.84
C. W. Rockwell, Lot 7	51.42
A. B. Martin's Sons, Lots 8, 9, and 10	149.91

BLOCK TWO, NORTH
N. 20, E. 10, S. 10, W. 10

Colonial Inn, Lots 1 and W. 41 ft. of 2	57.15
Mrs. H. M. Knapp, E. 25 ft. of Lot 2 and Lot 3	25.67
Mrs. Nettie Johnson, Lot 4	38.25

BLOCK TWO, SOUTH
N. 10, E. 10, S. 25, W. 10

Mrs. M. K. Roberts, Lots 5, 6 and 9	59.36
Mrs. F. M. Shepherd, Lots 7 and 8	73.58

BLOCK THREE

N. 20, E. 15, S. 12, W. 10
Regulation lot 66 x 132

Candace Armagast, Lots 1 and 2	63.28
P. B. Kiester, Lot 3	21.98
Mrs. Byrdie B. Davis, Lot 4 and W. $\frac{1}{2}$ of Lot 5	31.63
Scott Higbee, Lot 6 and E. $\frac{1}{2}$ of Lot 5	34.98
Mildred Roberts, Lot 7 and E. $\frac{1}{2}$ of 8	32.16
Mrs. Clara Jones, Lot 9 and W. $\frac{1}{2}$ of 8	19.80
Mrs. C. E. Boye, Lot 10	13.20
Mrs. E. L. Gordon, Lots 11 and 12	55.92

BLOCK FOUR

N. 12, E. 15, S. 20, W. 10
Regulation lot 66 x 132

F. Midgette, Lots A. and B.	45.21
B. Fischer, Lots 2 and 3	26.58
Mrs. H. B. Wilmans, Lots 3 and 8	34.75
Scott Higbee, Lot 4	13.40
Clara L. Jones, Lots 5 and 6	57.48
Dolly J. Harrison, Lot 7	22.17
The Misses Ollinger, Lots 9 and 10	43.41

BLOCK FIVE

N. 25, E. 25, W. 50

M. M. Crawford, Lot 1, 77 x 125	75.15
Gordon Smith, Lot 2, 77 x 125	69.02

FAIRHOPE

BLOCK SIX

N. 25, E. 10, W. 25
Lots 66 x 150

Bank of Fairhope, Lot 1, except E. 35 ft.	36.45
Ward Martin, E. 35 ft. Lot 1	18.95
Mrs. S. P. Douglas, Lot 2	29.39
Franklyn Rockwell, Lot 3	28.44
Mrs. Daphne Anderson, Lot 4	28.38
Mrs. M. E. Turpen, Lot 5	28.32
Robert Hunter, Lot 6	28.23

BLOCK SEVEN

N. 20, E. 10, W. 10
Lots 66 x 150

Mrs. Comings, Lots 1, 2 and 3	67.43
Mrs. Nellie Stewart, Lot 4	22.38
Mrs. J. P. Lowell, Lots 5 and 6	49.10

BLOCK EIGHT

N. 15, E. 6, S. 10, W. 15
Regulation lot 66 x 132

Annie Mae & Theresa Oswalt, Lots 1 and 2	35.25
Mrs. Julia G. Mackintosh, Lots 3, 4 and 5	49.92
J. A. Prout, Lots 6, 7 and 8	66.08
M. F. Holden, Lots 9 and 10	25.09

BLOCK NINE

N. 10, E. 12, S. 17, W. 15

J. T. & Anna Lindberg, Lots 1 and 2	33.74
Raymond Du Brock, Lot 3	11.00
Jas. A. Prout, Lots 4 and 5	27.35
Dr. F. B. Moore, Lots 6 and 7	48.80
J. P. Lowell Est., Lots 8 and 9	37.55
Mrs. L. K. Cravath, Lot 10	25.60

BLOCK TEN

N. 17, E. 12, S. 10, W. 10
Regulation lot 66 x 132

Frank Fobes, Lots 1 and 2	46.43
W. & M. Mask, Lots 3, 4, 5, 6 and 7	90.92
L. J. Siocum, Lots 8, 9 and 10	44.73

BLOCK ELEVEN

N. 10, E. 10, S. 9, W. 10
Regulation lot 66 x 132

J. L. Ramsey, Lot 1 and E. $\frac{1}{2}$ of 2	24.08
Jesse Keller, Lot 3 and W. $\frac{1}{2}$ of 2	16.58
Mrs. Della Cain, Lots 4 and 5	29.48
R. E. Stapleton, Lots 6 and 7	28.73
Mrs. Orolean Stapleton, Lot 8	9.89
Geo. Lucasson, Lots 9 and 10	28.35

BLOCK TWELVE

E. 10, S. 14, W. 3
Regulation lot 66 x 132

Martha & W. C. Nichols, Lots 1 and 2	30.30
Mary Ueker, Lot 3	15.21
Mary A. Ehlers, Lot 4	15.24
W. N. & Clara Olson, Lots 5 and 6	37.26

BLOCK THIRTEEN

E. 3, S. 17, W. 22
Lots 66 by varying depths

Mary L. Hunter, Lot 2	45.75
M. C. Martin, Sr., Lot 3	18.17
Geo. W. Unruh, Lot 4	18.36
Mrs. B. E. Pickens, Lot 5	19.09

BLOCK 13 F.

E. 22, S. 25, W. 30

J. P. Knott, Lot 1	38.34
Mrs. K. Lacy, Lot 2	46.43

FAIRHOPE

BLOCK 14 F.

	N. 25, E. 22, S. 14, W. 29	
	All 132 ft. deep; 1, 2 and 3, 59.5 ft. front; 4, 74.5 ft. front	
L. H. Horn, Lots 1 and 2.....		81.53
W. C. Baumhauer, Lot 3.....		37.04
Frank Hemley, Lot 4.....		51.47

BLOCK FOURTEEN

Regulation lot 66 x 132, some variations
N. 17, E. 10, S. 14, W. 22

Mrs. T. J. Kelly, Lots 2 and 3, cor.....		52.37
Mrs. A. N. Falck, Lot 4.....		18.27
J. E. Patterson, Lot 5, cor.....		21.89
Frank Hemley, Lot 8, cor.....		47.90
Leonidas Hampshire, Lots 9 and 10.....		35.76

BLOCK FIFTEEN

N. 14, E. 8, S. 5, W. 10
Regulation lot 66 x 132

Blanche Ehlers, Lots 1 and 2.....		35.28
Mrs. E. D. Fitzgerald, Lot 3.....		15.15
Mrs. K. Lacy, Lots 4 and 5.....		30.80
T. J. Kelly, Jr., Lot 6, cor.....		19.04
H. A. & H. Y. Black, Lots 7, 8, 9 and 10.....		40.50
Dr. Bayard Holmes, Lots 11 and 12.....		19.86

BLOCK SIXTEEN

N. 9, E. 8, S.—e. 5, w. 8
Lots 66 x 370

John McCarthy, Lots 1 and 2.....		58.34
W. R. Steller and wife, Lots 3, 4 and 5.....		70.52

BLOCK SEVENTEEN

N. 9, E. 8, S. 8, W. 8
Lots 66 x 138

Jewell S. Jewell, Lots 1; 2 and E. 40 ft. of 3, also So. 100 ft. Lots 4 and 5 and W. 26 ft. Lot 3....		72.08
C. D. Fuller, N. 243 ft. Lots 4 and 5 and W. 26 ft. Lot 3.....		28.05
Mrs. F. E. Curtis, Lots 6, 7 and 8.....		67.59

BLOCK EIGHTEEN

N. 10, E. 10, S. 9, W. 10

Mrs. E. R. Riseley, Lots 1, 2, 6, 7, 8, 9, 10.....		86.88
J. W. Hancock, Lots 3 and 4.....		23.40
Walter Young, Lot 5, less 1-3 deducted.....		13.25
Lot 11.....		17.36

BLOCK NINETEEN

N. 17, E. 12, S. 10, W. 12
Regulation lot 66 x 132

E. A. Zavitz, Lot 1.....		26.85
Geo. H. Wooster, Lots 2, 3, 4 and 5.....		75.23
Mrs. M. C. Freer, Lots 6 and 7.....		33.29

BLOCK TWENTY

N. 10, E. 12, S. 17, W. 12
Lots irregular

P. H. Porter, Lots 1, 2 and 3 all.....		107.36
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BLOCK TWENTY-ONE

(Park)

BLOCK TWENTY-TWO

N. 17, E. 15, S. 10, W. 12
Lots irregular

Mrs. E. E. Quarles, Lots 1 and 2.....		48.08
T. J. Hand, Lot 3 and W. $\frac{1}{2}$ of Lot 4.....		26.67
Orlow P. Brooks, Lot 5 and E. $\frac{1}{2}$ Lot 4.....		33.41

BLOCK TWENTY-THREE

N. 10, E. 13, S. 7, W. 10
Lots 66 x 132

Ethelle Olmstead, Lots 1 and 2.....		34.82
Walter Young, Lots 3, 4, 5 and 6.....		48.95
Clara E. Slye, Lots 7 and 8.....		32.48

FAIRHOPE

BLOCK TWENTY-FOUR

N. 7, E. 11, W. 8
Regulation lot 66 x 304

Mrs. Francis Mitchell, Lot 1 and E. $\frac{1}{2}$ of Lot 2.....	52.25
Miss E. O. Darrow, W. $\frac{1}{2}$ 2, 3, 4, 5, 6 and 7.....	63.21

BLOCK TWENTY-FIVE

N. 7, E. 11, W. 11
Lots 66 x 301

Wm. Edgerton, Lots 4, 5 and 6.....	51.34
H. P. Kamper, Lots 1, 2 and 3.....	69.34

BLOCK TWENTY-SIX

N. 10, E. 13, S. 7, W. 13
Lots 66 x 132

Madeline Schultz, Lot 1.....	22.89
Chas. Schultz, Lots 2, 11 and 12.....	45.50
Wm. Edgerton, Lots 3, 4, 5, 6, 7, 8, 9 and 10.....	101.45

BLOCK TWENTY-SEVEN

N. 17, E. 10, S. 10, W. 15
Lots 66 x 132

Ben Fischer, Lot 1.....	25.56
Ethelle Olmstead, Lot 2.....	20.27
W. R. Stellar and wife, Lot 3.....	18.71
Ethelle Olmstead, Lot 4.....	18.71
Maybelle & Harry Beswick, Lots 5 and 6.....	46.68
J. A. Decker, Lots 7 and 8.....	41.78
W. L. Holcomb, Lots 9 and 10.....	22.58
Edith V. Pratt, Lots 11 and 12.....	29.55

BLOCK TWENTY-EIGHT

N. 10, E. 10, S. 17, W. 15
Lots 66 x 132

Mrs. M. M. Albers, Lots 1, 2 and 12.....	35.68
Mrs. Bemis, Lots 10 and 11.....	37.88
Franklyn Rockwell, Lots 4, 5, 8 and 9.....	61.50
Mrs. H. M. Patterson, Lots 6 and 7.....	52.58
G. S. Hoffecker, Lot 3.....	11.00

BLOCK TWENTY-NINE

N. 12, E. 10, S. 10, W. 12
Lots 66 x 132

Helen Sacriste, Lots 1 and 2.....	18.00
S. G. Possien, Lot 3.....	21.08
L. B. Bernhardt, Lot 4.....	12.63

BLOCK THIRTY

N. 5, E. 10, W. 10, S. 17
Lots 66 x 132

C. S. Eggleston, Lots 1 and N. 22 ft. of Lot 12.....	11.62
Candace Armagast, Lot 10.....	18.71
Ward B. Martin, Lots 2, 3 and 11.....	29.36
Martin Lowell, Lots 4 and 9.....	24.06
W. C. Corzatte, Lot 6.....	17.33
Daisy B. Parker, Lot 7.....	24.30
Mrs. Harry, Lot 8.....	19.01
Trustees Baptist Church, S. 110 ft. of Lot 12.....	19.84

BLOCK THIRTY-ONE

N. 17, E. 10, S. 10, W. 10
Lots 66 x 132

Mrs. Annie Boudinot, Lots 1 and 2.....	42.89
Kent & Alice Hackley, Lots 3 and 4.....	37.41
Mrs. C. M. Dickson, Lots 5 and 6.....	42.89
Chas. Schultz, Lots 7 and 8.....	29.55
Wm. Zepp, Lots 9 and 10.....	23.34
Chas. H. Kerr, Lots 11 and 12.....	29.55

FAIRHOPE

DIVISION THREE

BLOCK ONE

N. 10, E. 9, W. 28
Lots 66 x 150

Georgiana Peters, Lot 1 and S. 10 ft. of Lot 2, 80 ft. front	41.22
Unleased, cor. Lot 2 except S. 10 ft.	37.37
Unleased, Lot 3, 33 ft. front	7.95
F. L. Higgins, E. $\frac{1}{2}$ Lot 4, 5 and W. $\frac{1}{2}$ of 6	22.72
Unleased, E. $\frac{1}{2}$ of Lot 6 and W. $\frac{1}{2}$ of Lot 7	11.39
J. & W. DeBusi, W. $\frac{1}{2}$ of Lot 8 and E. $\frac{1}{2}$ of Lot 7	11.39
Unleased, E. $\frac{1}{2}$ of Lot 8 and Lot 9	19.62

BLOCK TWO

N. 9, E. 9, S. 10, W. 25

C. P. Bowman, Lots 1 and 2	68.22
Paul Nichols, Lot 3	31.47
Mrs. L. deG. Perry, Lot 4	34.83
W. J. Grabham, Lot 5	11.79
Mrs. W. C. Hawes, Lot 6	11.01
Frank Clements, Lots 7 and 8	22.10
O. J. Armstrong, Lot 9	11.09
V. M. Reynolds, Lots 10 and 11	22.62
Lloyd Lawrence, Lot 12, cor.	18.57
J. I. Bernisse, Lots 13, 14 and 15	41.46
A. F. Stott, Lot 16	12.18
Mrs. M. Dyson, Lot 17	12.18
T. G. Meinema, Lots 18, 19 and 20	32.44

BLOCK THREE

N. 7, E.—n. 7, s. 9, W. 25

Harris N. Rockwell, Lot 1	35.52
O. A. Norden, Lot 2	31.77
Mrs. R. H. Young, Lots 3 and 4	66.98
Miss N. L. Sinclair, Lots 5 and 6	17.05
Mrs. B. B. Hobdy, Lot 7	8.81
Paul Nichols, Lots 8 and 9	17.63
Unleased, Lot 10	8.81
L. Lawrence, Lot 11	15.68
E. M. & A. L. Keller, Lots 12 and 13	30.45
Joseph Schuller, Lots 14, 15 and 16	33.22
J. Olson, Lot 17	11.03
Mr. and Mrs. Ruffles, E. 60 ft. of Lot 18	9.99
Mrs. M. Dyson, Lot 19 and W. 6 ft. of Lot 18	10.26

BLOCK FOUR

N. 7, E. 7, S. 7, W. 25

Mrs. K. I. & V. E. duChoine, Lots 1, 2, 3, 4, 5, 13 and 14, parts 12 and 6 and alley	177.99
Miss H. E. Adams, Lots 7 and 8	24.57
Athalie H. Unger, Lot 9	15.35
Geo. W. Lawrence, Lots 10 and 11	18.14
Vacant, E. 50 ft. of Lot 12	8.84

BLOCK FIVE

N. 15, E. 7, S. 7, W. 25

Brooks Lawrence, Lots 1-10 inclusive	220.86
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BLOCK SIX

J. H. Titus, Lot 1 and S. $\frac{1}{2}$ of 2	19.14
C. A. Cedarland, N. $\frac{1}{2}$ of 2, all 3, 4, 5, 6 and 8	54.39
Carl Anderson, Lot 7	9.90
Brooks Lawrence, Jr., Lots 9, 10 and 11	23.07
Mrs. C. E. Boye, Lots 12, 13 and 14	23.07
M. Koppisch, Lots 15, 16 and 17	23.07
John Bowen, Lot 18 and S. $\frac{1}{2}$ 19	11.55

BLOCK SEVEN

N. 8, W. 9

B. J. Tomlinson, Lot 1	17.13
P. K. Dealy, Lot 2	10.89
Vacant, Lots 3 and 4	28.55

FAIRHOPE

BLOCK EIGHT

N. 8, E. 10
Lots 66 x 300

O. F. Eggleston, Lots 3 and 4.....	17.00
J. O. Miller, Lots 5, 6 and 7.....	30.59
Dorsey Watson, Lots 8, 9, 10 and 11.....	76.09

BLOCK NINE

Cemetery

BLOCK TEN

N. 32, W. 33, E. 24
Lot 150 x 230

Mrs. Georgiana Peters.....	124.62
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DIVISION FOUR

BLOCK ONE

No leases

BLOCK TWO

N. 5, E. 5, S. 5, W. 10
Lots 66 x 132

Geo. Sutton, N. 49 ft. Lot 1.....	8.16
M. M. Cope, S. 17 ft. Lot 1 and N. $\frac{1}{2}$ Lot 2.....	8.32
Fred Hemman, S. $\frac{1}{2}$ Lots 2 and 7, all 3, 4, 5, 6.....	47.37

BLOCK THREE

N. 5, E. 8, S.—e. 15, w. 20, W.—s. 16, n. 10

Mrs. Wharton, Lot 1.....	13.80
Gordon Lowell, Lots 2, 3, 7 and 8.....	36.27
Mrs. L. Winberg, Lot 4 and in rear Lots 3 and 4 both sides Bancroft St.....	60.55

BLOCK FOUR

E. 8, S. 20, W. 16

W. G. Ingersoll, Lots 1 and 8.....	70.04
J. G. Freiwirth, Lots 3 and 6.....	41.40
Mary C. Rathje, 73 ft. x 279 ft.....	42.75

BLOCK FIVE

N. 20, E. 20, S. 50 at e., 88 at w., W. 40 at s., 20 at n.

Mr. and Mrs. O. E. Bowers, Lot 1, except so. 6 ft.....	57.00
Mrs. Chas. Stradling, 72 ft. front (50 x 132 and 22 x 108).....	30.53
G. W. Wood, 82.5 x 108 ft.....	38.37
Town of Fairhope, 50 x 108 ft.....	25.50
E. A. Ruge, Lot 5, except no. 18 ft.....	99.26
J. E. Gaston, 64 ft. Fairhope Ave. and N. 18 ft. Lot 5.....	90.66
E. A. Pearson, 20 x 132 ft.....	22.32
Jno. Winters, 48 x 132 ft.....	49.53
Farmers Coop. Cry. Co., Lots 8 and 9, red'n on 66 ft.....	76.83
Peoples Ice Co., Lots 10 and 11 except 18 x 144 ft. in NW. cor., with red.....	36.13
Lot 12, unleased (without reduction).....	45.06

BLOCK SIX

N. 88 w., 50 e.; S. 15, W. 70

Dewey Wheeler, 60 ft. x 132 ft. cor.....	125.99
F. B. Moore, 90 ft. Fairhope Ave., by 112 ft.....	119.24
D. R. Davis, 33 ft. Section St. by 132 ft.....	38.46
Mrs. D. A. Russell, 49 ft. Section by 132 ft.....	57.11
D. A. Russell, 50 ft. Section by 132 ft.....	58.28
Bank of Fairhope, Lot 8 cor.....	81.71

BLOCK SEVEN

N. 15, E. 3, S. 15, W. 40

W. & A. K. Burnham, Lots 1 and 8, cor.....	73.71
Nelson Rockwell, Lots 2, 3, 4, 5, 6, 7.....	197.70

BLOCK EIGHT

N. 15, S. 10, W. 20 at s., 40 at n.

Hattie G. Stewart, Lots 1 and 10.....	53.50
Henry Ehlers, Lots 4, 5, 6, 7.....	75.30

FAIRHOPE

BLOCKS NINE, TEN AND ELEVEN

School of Organic Education

BLOCK TWELVE

N. 15, E. 12, S. 20 at e., 30 at w., W. 20

Wm. Stimpson, 106 ft. Bancroft, 86 ft. Magnolia, cor.....	31.25
J. E. Nelson, 198 ft. Bancroft St., 86 ft. deep.....	55.55
Geo. O. Miller, 86 x 132 ft. cor.....	51.98
Geo. Nelson, 95 x 218 ft.....	49.88
J. R. Yerion, 95 x 218 ft. cor.....	55.32
Eugenia L. Sheldon, 190 x 218 ft. cor.....	73.20

BLOCK THIRTEEN

W. 8, S. 15, E. 8

John Winters, 77.5 ft. Magnolia Ave., by 132 ft. cor.....	39.11
Daniel Shepherd, 206.5 ft. Magnolia Ave., by 279 ft. cor.....	79.15

BLOCK FIFTEEN

S. 5, W. 3

Mrs. D. M. Harden, Lots 3 and 4.....	12.39
J. V. Faulk, Lots 5, 6, 7, 8.....	12.67

STIMPSON-STEELE TRACT

REPLAT

BLOCK "A"

S. 5 at e., 8 at w.; W. 8

A. L. Stubblefield, Lots 1 and 2.....	24.99
Stimpson Est., Lots 3, 4, 5, 6 and 20 ft. adj.....	28.96

BLOCK "B"

N. 8 at w., 5 at e.; W. 8; E. 12 at w., 10 at e.

J. A. Smith, Lots 1 and 2.....	26.97
T. J. Lowell, Lots 3 and 4.....	16.58
Wm. L. & G. A. Boyd, Lots 5 and 6.....	14.00
Stimpson Est., W. 20 ft. of Lots 7 and 12.....	5.40
J. P. Bailey, Lot 13 and E. 32 ft. of Lot 14.....	18.14
Mary Stearns, W. 34 ft. of Lot 15 and Lot 16, except W. 1 ft.....	18.98
G. M. & Delia Bancroft, Lot 16 and W. 1 ft. Lot 15.....	13.57
E. E. Quarles, Lots 17 and 18 cor.....	38.94
Mrs. K. B. Steele, 237 ft. on Stimpson St., and land in rear.....	63.15

BLOCK "C"

N. 12 at w., 10 at e.; S. 10 at e., 15 at w.; W. 12

T. J. Larkin, Lots 1 and 2.....	38.94
J. Stimpson, Lots 3 and 4.....	26.73
Blanchard Guthrie, Lots 5 and 6.....	25.04
Stimpson Est., Lots 13, 14, 15, 16, 17, 18 and W. 20 ft. Lots 7 and 12.....	84.24
Mrs. K. B. Steele, between Fairhope Ave. and Stimpson St., 187 ft. front on each street, with ded.....	35.38

TRACT BOUNDED W. BY SCHOOL ST.; N. BY FAIRHOPE AVE.; E. BY MERSHON ST.; S. BY MORPHY AVE.

N. 15 at w., 7 at e.; E. 5; S. 7 at e., 10 at w.; W. 15

Mrs. Ed. Wood, Lots 1 and 2, blk. 1.....	44.46
Mrs. Louisa Lawrence, 162 ft. front School St. and land in rear.....	49.16
Nona Vanderslice, 109 ft. front and land in rear.....	33.54
T. H. Young, 162.5 ft. front, by 132 ft. deep.....	46.71
A. L. West, 79 x 395.5 ft.....	21.72
Mrs. Gregory, 155.5 ft. x 400 ft. and land in rear of Brown.....	44.36
F. L. Brown, 132 x 182 ft.....	35.24
E. P. Totten Tract, 123 ft. on School St., by 418.5 ft. on Morphy Ave.....	89.44
E. P. Totten, Sweet Tract (less Ewald), 445 ft. Morphy by 388 ft. deep.....	86.97
G. B. Griffin, 267 ft. on Morphy by 320 ft. on Mershon.....	51.46
Clara Avery Ewald, 178 ft. on Mershon 220 ft. deep.....	16.61
George Winberg, 452 ft. on Fairhope Ave., 552 ft. on Mershon St., 6.7 a.....	90.41
Estelle Larsen, 132 ft. on Fairhope Ave., by 132 ft. deep.....	20.94
R. F. Powell, 82 ft. Fairhope Ave., by 132 ft. deep.....	13.65
A. Bauer Wood Working Corp., Lots 3 and 4, blk. 21.....	24.15

FAIRHOPE

BLOCK FORTY-FIVE

J. E. L. Dyer, Lot 1 and 33 ft. to west, 99 ft. on Fairhope Ave.....	8.91
Mr. and Mrs. Craft, Lot 2, 66 ft. front.....	5.94
Jay B. Antrim, Lots 3 and 4, 132 ft. front.....	11.88
Dr. F. B. Moore, Lots 5 and 6, 132 ft. front.....	11.88
Eliz. Mizell (Hampton), Lots 7, 8, 9 and 13 ft. of 10.....	22.68
Eliz. Mizell, Lot 11 and 3 ft. of 10.....	9.64
Mrs. C. C. O'Byrne, Lots 12, 13, 14, 15 and 16, 330 ft. front.....	29.63
W. T. Grimley, Lots 17, 18 and 19.....	14.95

MISCELLANEOUS IN DIVISION FOUR

SECS. 17 AND 20

Mrs. K. B. Steele, Tract Fairhope Ave., east of Brown St.....	-----
Miss Savage, 2.5 a., 223 ft. Fairhope Ave., ded. 2-3.....	18.37
Mrs. K. B. Steele, tract with 416 ft. front Fairhope Ave., just west Marshall's gully, 2.14 acres..	32.13
I. M. Galbraith, 7.9 acres, 180 ft. Fairhope Ave., 1051 ft. Mershon St., 392 ft., Morphy Ave.	152.70
Omar W. Lawrence, 4.3 acres, 668.5 ft. Fairhope Ave.....	55.01
J. W. & J. C. Coleman, 264 ft. Fairhope Ave., 132 ft. Ingleside Ave.....	24.24
Mrs. Flora Kapahn, 5.49 acres, 905 ft. Ingleside Ave., 264 ft. Morphy Ave.....	56.69
Chas. E. Newman, 5.32 acres, 576 ft. Morphy Ave.....	66.35
F. W. Kuter, 2.11 acres, 138 ft. Morphy Ave.....	21.69
Wm. F. & Emily Laraway, Horning tract, 5.27 acres, 366 ft. Morphy Ave.....	64.06
Wm. F. & Emily Laraway, s. $\frac{1}{2}$ of sw. $\frac{1}{4}$ of se. $\frac{1}{4}$ of SW. $\frac{1}{4}$ Sec. 17, 4.41 a.....	16.31
Mrs. L. O. Bishop, 132 ft. Morphy Ave., 634 ft. Mershon St., 2 a. (no frontage charge).....	6.81
Mrs. L. O. Bishop, Keller tract, 4.90 a., 332.5 ft. Mershon St.....	22.51
Mrs. L. O. Bishop, s. $\frac{1}{2}$ of se. $\frac{1}{4}$ of se. $\frac{1}{4}$ of SW. $\frac{1}{4}$ Sec. 17.....	21.41
D. E. & E. W. Andrews, n. $\frac{1}{2}$ of se. $\frac{1}{4}$ of se. $\frac{1}{4}$ of SW. $\frac{1}{4}$, 4.52 a.....	22.97
T. J. Larkin, 9.09 a., 624 ft. Morphy Ave., 635 ft. Mershon St., 635 ft. street on east.....	127.79
O. F. Eggleston, 4 acres, 284 ft. Morphy Ave.....	18.02
T. H. Molton (Quarles place), 4.66 acres, 645 ft. Fairhope Ave., 315 ft. Ingleside Ave.....	51.51
T. H. Molton (Patterson place), 9.74 acres, 332.4 ft. on Ingleside Ave.....	37.10
W. T. Magehan, 4.57 acres, 309 ft. Ingleside Ave.....	25.54
Mrs. C. C. O'Byrne, 9.30 acres, 317.4 ft. Ingleside Ave.....	41.46
J. G. Lorenzen, 9.06 acres, 632 ft. Fairhope Ave.....	51.78
Miss E. I. Schramm, 14 acres in Sec. 20, 142 ft. on Section St.....	19.60

(In country lands all figures following descriptions should have a period two points from right, which gives value per acre in dollars and cents according to percentages fixed by the committee.)

COUNTRY LANDS

SECTION TWO

Roy Rockwell, W. $\frac{1}{2}$, SW. $\frac{1}{4}$ @ 130.....	90.15
Dr. B. W. Lindberg, s. $\frac{1}{2}$ of NW. $\frac{1}{4}$ and se. $\frac{1}{4}$ of ne. $\frac{1}{4}$ of NW. $\frac{1}{4}$, @ 115.....	76.08
Herbert H. Hill, w. $\frac{1}{2}$ and ne. $\frac{1}{4}$ of ne. $\frac{1}{4}$ of NW. $\frac{1}{4}$, @ 114.....	29.77
Loring Hill n. $\frac{1}{2}$ NW. $\frac{1}{4}$ NE. $\frac{1}{4}$, @ 107.....	19.82
B. E. Rockwell, S. $\frac{1}{2}$ and NE. $\frac{1}{4}$ of NE. $\frac{1}{4}$, @ 101.....	102.95
Axil Johnson, ne. $\frac{1}{4}$ of SE. $\frac{1}{4}$, @ 107.....	35.26
Clinton S. Hampton, w. $\frac{1}{2}$ of se. $\frac{1}{4}$ of SW. $\frac{1}{4}$, @ 127.....	22.16

SECTION TEN

E. H. Copeland, sw. $\frac{1}{4}$ of nw. $\frac{1}{4}$ of SE. $\frac{1}{4}$, @ 169.....	16.90
Satsuma Park, e. $\frac{1}{2}$ of SE. $\frac{1}{4}$, @ 169.....	113.39

SECTION ELEVEN

Roy Rockwell, n. $\frac{1}{2}$ of nw. $\frac{1}{4}$ of NW. $\frac{1}{4}$, @ 140.....	24.89
H. J. Batty, sw. $\frac{1}{4}$ of NW. $\frac{1}{4}$, @ 146 and s. $\frac{1}{2}$ of nw. $\frac{1}{4}$ of NW. $\frac{1}{4}$, @ 140.....	67.79
R. B. Hampton, w. $\frac{1}{2}$ of ne. $\frac{1}{4}$ of NW. $\frac{1}{4}$, @ 133.....	26.00
J. W. & A. E. R. Caldwell, e. $\frac{1}{2}$ of ne. $\frac{1}{4}$ of NW. $\frac{1}{4}$, @ 133.....	27.53
Lee & Katherine Eastman, nw. $\frac{1}{4}$ of NE. $\frac{1}{4}$, @ 127.....	44.87
Lee & Katherine Eastman, n. $\frac{1}{2}$ of sw. $\frac{1}{4}$ of NE. $\frac{1}{4}$, Pasture, 36 2-3c.....	7.18
A. L. McCue, ne. $\frac{1}{4}$ of NE. $\frac{1}{4}$, @ 120.....	36.89
Eernisse & Lorenzen, s. $\frac{1}{2}$ of sw. $\frac{1}{4}$ of NE. $\frac{1}{4}$, @ 133.....	20.73
Charles S. Lowell, e. $\frac{1}{2}$ of se. $\frac{1}{4}$ of SE. $\frac{1}{4}$, @ 140.....	25.87
Walter James, sw. $\frac{1}{4}$ of SE. $\frac{1}{4}$, @ 150.....	50.73
Sarah B. Pence, e. $\frac{1}{2}$ of se. $\frac{1}{4}$ of SW. $\frac{1}{4}$, @ 156.....	24.05
Harvey Beaty, sw. $\frac{1}{4}$ of se. $\frac{1}{4}$ of SW. $\frac{1}{4}$, @ 156.....	9.98

FAIRHOPE

Arzalia Beaty, nw. $\frac{1}{4}$ of se. $\frac{1}{4}$ of SW. $\frac{1}{4}$, @ 156.....	15.60
Samuel Beaty, s. $\frac{1}{2}$ of sw. $\frac{1}{4}$ of SW. $\frac{1}{4}$, @ 163.....	26.16
Jno. F. Skinner, s. $\frac{1}{2}$ of nw. $\frac{1}{4}$ of SW. $\frac{1}{4}$ and n. $\frac{1}{2}$ of sw. $\frac{1}{4}$ of SW. $\frac{1}{4}$	
Jno. F. Skinner, s. $\frac{1}{2}$ of nw. $\frac{1}{4}$ of SW. $\frac{1}{4}$, @ 163 and n. $\frac{1}{2}$ of sw. $\frac{1}{4}$ of SW. $\frac{1}{4}$, @ 153.....	49.92
Geo. Schlieger, n. $\frac{1}{2}$ of nw. $\frac{1}{4}$ of SW. $\frac{1}{4}$, @ 153.....	19.08
Willie Briggs, s. $\frac{1}{2}$ of ne. $\frac{1}{4}$ of SW. $\frac{1}{4}$, @ 146.....	26.10

SECTION FOURTEEN

W. C. James, n. $\frac{1}{2}$ of nw. $\frac{1}{4}$ of NW. $\frac{1}{4}$, @ 166.....	29.75
Geo. Schlieger, n. $\frac{1}{2}$ of s. $\frac{1}{2}$ of nw. $\frac{1}{4}$ of NW. $\frac{1}{4}$ and n. $\frac{1}{2}$ of sw. $\frac{1}{4}$ of NW. $\frac{1}{4}$, @ 166.....	19.55
Jos. Schneider, s. $\frac{1}{2}$ of nw. $\frac{1}{4}$ and n. $\frac{1}{2}$ of sw. $\frac{1}{4}$ of NW. $\frac{1}{4}$, @ 182.....	21.42
Tomopo Orchard CO., nw. $\frac{1}{4}$ and w. $\frac{1}{2}$ of ne. $\frac{1}{4}$ of SW. $\frac{1}{4}$; also s. $\frac{1}{2}$ of sw. $\frac{1}{4}$ of NW. $\frac{1}{4}$, @ 182.....	152.09
M. Jansen, nw. $\frac{1}{4}$ of sw. $\frac{1}{4}$ of SW. $\frac{1}{4}$, @ 182.....	17.69
R. Vanderwall, sw. $\frac{1}{4}$ of sw. $\frac{1}{4}$ of SW. $\frac{1}{4}$, @ 182.....	16.76
A. M. Troyer, e. $\frac{1}{2}$ of sw. $\frac{1}{4}$ of SW. $\frac{1}{4}$, @ 182.....	33.92
Joseph Quattrochi, e. $\frac{1}{2}$ of ne. $\frac{1}{4}$ of SW. $\frac{1}{4}$ and se. $\frac{1}{2}$ of SW. $\frac{1}{4}$, @ 182.....	92.86
R. J. Nye, w. $\frac{1}{2}$ of se. $\frac{1}{4}$ of NE. $\frac{1}{4}$, @ 153.....	30.02
H. J. Eyraud, e. $\frac{1}{2}$ of se. $\frac{1}{4}$ of NE. $\frac{1}{4}$, @ 153.....	27.22
L. D. Henderson, n. $\frac{1}{2}$ of ne. $\frac{1}{4}$ of NE. $\frac{1}{4}$, @ 146.....	27.42

SECTION FIFTEEN

E. C. & Luella Rockwell, n. $\frac{1}{2}$ of NW. $\frac{1}{4}$, @ 200.....	138.10
E. C. & Luella Rockwell, sw. $\frac{1}{4}$ of NW. $\frac{1}{4}$, @ 228.....	77.03
R. L. Rockwell, nw. $\frac{1}{4}$ of SW. $\frac{1}{4}$, @ 243.....	81.55
Abel Walker, e. $\frac{1}{2}$ of se. $\frac{1}{4}$ of NW. $\frac{1}{4}$, @ 218.....	42.51
J. W. & A. E. R. Caldwell, w. $\frac{1}{2}$ of se. $\frac{1}{4}$ of NW. $\frac{1}{4}$, @ 218.....	39.64
Amelia & A. E. R. Caldwell, w. $\frac{1}{2}$ of e. $\frac{1}{2}$, less 10 ft. of nw. $\frac{1}{4}$ of sw. $\frac{1}{4}$ of SW. $\frac{1}{4}$, 2.37 a., @ 221.....	5.24
Eloise L. Cross, w. $\frac{1}{2}$, plus w. 10 ft. of e. $\frac{1}{2}$ of w. $\frac{1}{2}$ of sw. $\frac{1}{4}$ of SW. $\frac{1}{4}$, @ 221.....	19.77
Franklin Rockwell, e. $\frac{1}{2}$ and e. $\frac{1}{2}$ less 10 ft. of w. $\frac{1}{2}$ of sw. $\frac{1}{4}$ of SW. $\frac{1}{4}$, less 2.37 a. in nw. cor.....	54.66
Isabel Brown, $\frac{1}{2}$ acre in NW. cor. of se. $\frac{1}{4}$ of SW. $\frac{1}{4}$, @ 211.....	1.06
Marion & Alice Smith, w. $\frac{1}{2}$ of ne. $\frac{1}{4}$ of SW. $\frac{1}{4}$, @ 228.....	35.86
Wm. B. Stanley, e. $\frac{1}{2}$ of ne. $\frac{1}{4}$ of SW. $\frac{1}{4}$, @ 228.....	41.96
Henry Crawford, ne. $\frac{1}{4}$ of SE. $\frac{1}{4}$ and n. $\frac{1}{2}$ of s. $\frac{1}{2}$ of SE. $\frac{1}{4}$, @ 186.3.....	142.60
Henry Crawford, se. $\frac{1}{4}$ of SW. $\frac{1}{4}$, @ 211.....	62.37
R. Vanderwall, s. $\frac{1}{2}$ of SE. $\frac{1}{4}$, @ 186.....	73.80
Frank. J. Milefchik, nw. $\frac{1}{4}$ of SE. $\frac{1}{4}$, @ 208.....	79.06
S. C. Smith, sw. $\frac{1}{4}$ of NE. $\frac{1}{4}$, @ 205.....	53.13

SECTION SIXTEEN

Benjamin Rockwell, nw. $\frac{1}{4}$ of nw. $\frac{1}{4}$ of SW. $\frac{1}{4}$, @ 325.....	28.17
Russel Hampton, w. $\frac{1}{2}$ of ne. $\frac{1}{4}$ of nw. $\frac{1}{4}$ of SW. $\frac{1}{4}$, @ 325.....	15.50
Thos. Plackburn, e. $\frac{1}{2}$ of ne. $\frac{1}{4}$ of nw. $\frac{1}{4}$ of SW. $\frac{1}{4}$, @ 325.....	15.50
Joshua Smith, se. $\frac{1}{4}$ of nw. $\frac{1}{4}$ of SW. $\frac{1}{4}$, @ 312.....	22.38
Benj. Briggs, sw. $\frac{1}{4}$ of SW. $\frac{1}{4}$, @ 306.....	106.97
Benj. Briggs, sw. $\frac{1}{4}$ of nw. $\frac{1}{4}$ of SW. $\frac{1}{4}$, @ 312.....	16.11
Citrus Growers Assn., $\frac{1}{2}$ acre in NE. cor. of sw. $\frac{1}{4}$ of SW. $\frac{1}{4}$, @ 306.....	2.25
Irene Buell, se. $\frac{1}{4}$ of SW. $\frac{1}{4}$, @ 285.....	79.21
Mrs. L. J. N. Comings, 2 $\frac{1}{2}$ acres in NW. cor. of ne. $\frac{1}{4}$ of SW. $\frac{1}{4}$, @ 297.....	7.18
T. J. Larkin, ne. $\frac{1}{4}$ and e. $\frac{1}{2}$ of nw. $\frac{1}{4}$ of ne. $\frac{1}{4}$ of SW. $\frac{1}{4}$, @ 297.....	40.26
Thomas E. Mendenhall, sw. $\frac{1}{4}$ of ne. $\frac{1}{4}$ of SW. $\frac{1}{4}$ and sw. $\frac{1}{4}$ of nw. $\frac{1}{4}$ of ne. $\frac{1}{4}$ of SW. $\frac{1}{4}$, @ 297.....	33.33
F. T. S. H. & S. M. Guindon, se. $\frac{1}{4}$ of ne. $\frac{1}{4}$ of SW. $\frac{1}{4}$ and sw. $\frac{1}{4}$ of nw. $\frac{1}{4}$ of SE. $\frac{1}{4}$, @ 288.....	55.23
F. T. & S. Guindon, nw. $\frac{1}{4}$ of nw. $\frac{1}{4}$ of SE. $\frac{1}{4}$, @ 280.....	23.68
Edith A. Peckham, e. $\frac{1}{2}$ of nw. $\frac{1}{4}$ of SE. $\frac{1}{4}$, @ 280.....	52.56
A. R. Rockwell, w. $\frac{1}{2}$ and w. $\frac{1}{2}$ of e. $\frac{1}{2}$ of ne. $\frac{1}{4}$ of SE. $\frac{1}{4}$, 28.92 a., @ 263.....	70.88
H. W. Rockwell, e. $\frac{1}{2}$ of e. $\frac{1}{2}$ of ne. $\frac{1}{4}$ of SE. $\frac{1}{4}$, 8.68 a., @ 263.....	15.79
Geo. Thornton, e. $\frac{1}{2}$ of se. $\frac{1}{4}$ of SE. $\frac{1}{4}$, @ 244.....	37.86
Lee E. & K. E. Eastman, w. $\frac{1}{2}$ of se. $\frac{1}{4}$ of SE. $\frac{1}{4}$, @ 244.....	38.15
A. M. Troyer, e. $\frac{1}{2}$ of sw. $\frac{1}{4}$ of SE. $\frac{1}{4}$, @ 265.....	50.22
Mrs. E. D. Troyer, w. $\frac{1}{2}$ of sw. $\frac{1}{4}$ of SE. $\frac{1}{4}$, @ 265.....	35.92

SECTION TWENTY-TWO

W. S. Getty, nw. $\frac{1}{4}$ of NW. $\frac{1}{4}$, @ 201.....	73.45
Leonard G. Payne, sw. $\frac{1}{4}$ of NW. $\frac{1}{4}$, @ 182.....	65.71
Payne Bros., ne. $\frac{1}{4}$ of NW. $\frac{1}{4}$, @ 188.....	66.13
Isabel Payne, w. $\frac{1}{2}$ of se. $\frac{1}{4}$ of NW. $\frac{1}{4}$, @ 172.....	32.52
Isabel Payne, sw. $\frac{1}{4}$ of sw. $\frac{1}{4}$ of NE. $\frac{1}{4}$, @ 159.....	14.31
Jessie Bartlett, ne. $\frac{1}{4}$ of se. $\frac{1}{4}$ of NW. $\frac{1}{4}$, @ 172.....	16.05
David Guthrie, se. $\frac{1}{4}$ of se. $\frac{1}{4}$ of NW. $\frac{1}{4}$, @ 172.....	15.48

FAIRHOPE

Lester Chamness, n. $\frac{1}{2}$ of nw. $\frac{1}{4}$ of NE. $\frac{1}{4}$, @ 174.....	32.24
Fred Honkamp, s. $\frac{1}{2}$ of nw. $\frac{1}{4}$ of NE. $\frac{1}{4}$, @ 174.....	33.95
Fred Honkamp, n. $\frac{1}{2}$ of sw. $\frac{1}{4}$ of NE. $\frac{1}{4}$, @ 159.....	30.99
Harry Parker, nw. $\frac{1}{4}$ of se. $\frac{1}{4}$ of NE. $\frac{1}{4}$, @ 146.....	14.60
Nelson Rockwell, ne. $\frac{1}{4}$ of se. $\frac{1}{4}$ of NE. $\frac{1}{4}$, @ 146.....	13.87
Will Lowell, se. $\frac{1}{4}$ of sw. $\frac{1}{4}$ of NE. $\frac{1}{4}$, @ 159.....	15.10
Frank Grumble, n. $\frac{1}{2}$ of nw. $\frac{1}{4}$ of SE. $\frac{1}{4}$, @ 140.....	25.97
Frank Grumble, s. $\frac{1}{2}$ of nw. $\frac{1}{4}$ of SE. $\frac{1}{4}$, @ 140.....	27.33
Jake Jansen, se. $\frac{1}{4}$ of SE. $\frac{1}{4}$, @ 123.....	46.74
Jake Jansen, w. $\frac{1}{2}$ of ne. $\frac{1}{4}$ of SE. $\frac{1}{4}$, @ 130.....	25.35
Anton Aranza, e. $\frac{1}{2}$ of ne. $\frac{1}{4}$ of SE. $\frac{1}{4}$, @ 130.....	25.35
H. W. Rockwell, w. $\frac{1}{2}$ of se. $\frac{1}{4}$ of sw. $\frac{1}{4}$ of SE. $\frac{1}{4}$, @ 130.....	6.19
A. R. Rockwell, s. $\frac{1}{2}$ of sw. $\frac{1}{4}$ of sw. $\frac{1}{4}$ of SE. $\frac{1}{4}$, @ 130.....	5.86
Ellwood Mendenhall, n. $\frac{1}{2}$ of sw. $\frac{1}{4}$ of sw. $\frac{1}{4}$ of SE. $\frac{1}{4}$, @ 130.....	5.87
Mike Jansen, n. $\frac{1}{2}$ of sw. $\frac{1}{4}$ of SE. $\frac{1}{4}$, @ 130.....	25.39
R. du Brock, ne. $\frac{1}{4}$ of SW. $\frac{1}{4}$, @ 149.....	55.76
R. du Brock, se. $\frac{1}{4}$ of SW. $\frac{1}{4}$, @ 140.....	52.41
Alfred Payne, sw. $\frac{1}{4}$ of SW. $\frac{1}{4}$, @ 140.....	42.94
Miss Lenore S. Goodwin, nw. $\frac{1}{4}$ of SW. $\frac{1}{4}$, @ 159.....	47.72

SECTION TWENTY-SEVEN

Marion Smith, ne. $\frac{1}{4}$ of nw. $\frac{1}{4}$ of NW. $\frac{1}{4}$, @ 140.....	9.54
Lee E. Eastman & F. T. Guindon, se. $\frac{1}{4}$ of NW. $\frac{1}{4}$ and sw. $\frac{1}{4}$ of ne. $\frac{1}{4}$ of NW. $\frac{1}{4}$, @ 135.....	11.25
M. H. Foster, nw. $\frac{1}{4}$ of ne. $\frac{1}{4}$ of NW. $\frac{1}{4}$, @ 130.....	12.35
J. D. Jansen, e. $\frac{1}{2}$ of ne. $\frac{1}{4}$ of NW. $\frac{1}{4}$, @ 130.....	24.05
W. C. Mills, nw. $\frac{1}{4}$ of NE. $\frac{1}{4}$, @ 117.....	44.46

TREASURER'S REPORT FOR 1922

	<i>Received</i>	<i>Paid</i>
<i>From</i> Rent.....	\$13,006.76	
Penalty.....	117.60	
Stumpage.....	176.20	
Bath Houses.....	236.04	
Water Pipe.....	14.00	
Interest.....	12.68	
Telephone Construction.....	20.00	
Telephone Operation.....	750.10	
Cemetery.....	70.00	
Bills Payable.....	700.00	
Bills Receivable.....	153.75	
Improvements on Land.....	135.25	
Membership Fees.....	1,065.00	
Land Redeemed.....	16.49	
Bonus.....	250.00	
Contribution for Land.....	10.00	
Leases.....	79.00	
<i>For</i> Taxes for Corporation.....		\$ 2,844.64
Taxes for Lessees.....		6,952.20
Advertising.....		226.80
Computing Rents.....		58.00
Discount.....		38.89

FAIRHOPE

	<i>Received</i>	<i>Paid</i>
<i>For</i> Surveying Land and Estimating Timber.....		28.25
Electric Light.....		14.76
Legal Expenses.....		16.25
Trustees' Services.....		11.50
Highways.....		620.36
Bath Houses.....		203.47
Beach Park.....		127.42
Library.....		180.00
Telephone Construction.....		148.03
Telephone Operation.....		630.23
Cemetery.....		80.00
Land.....		1,641.58
Salaries.....		930.00
Postage and Printing.....		60.76
Bills Payable.....		1,500.00
Bills Receivable.....		188.34
Sundries.....		7.75
	\$16,812.87	\$16,509.23
<i>On hand:</i>		
Balance January 1.....	179.01	
Balance December 31.....		482.65
	\$16,991.88	\$16,991.88

THE ARDEN ENCLAVE

Address by Frank Stephens

(At the Oxford International Conference on August 18, 1923)

I gladly avail myself of your kind invitation to speak, in connection with Mr. Fiske Warren's address on Enclaves, of the Beloved Village, Arden — of how it came to be, of what it is and why it came to be. But before telling of that new little town let me speak a word of farewell to this ancient and great city which has welcomed us so generously. We know now what our Hawthorne meant when writing of England as "our old home," he said of Oxford, "It is a despair to have seen such a place and ever to leave it." We know what William Morris, who has been the inspiration of our craft-work at Arden, meant — "There are many places in England where a man can get as good book learning as at Oxford, but no other where he will receive the education that the loveliness of the grey city used to give us."

As to how Arden came to be, — in the practice of the Art for which I was trained, sculpture, I met a gifted and famous Architect, Will Price, one of the wisest and finest of men, and had the good fortune to convert him to the religion of Henry George. We were both successful, speaking after the manner of men, in the practice of our arts, and both bitterly disappointed that the more success made that practice possible the further we were from it, being merely employers of more and more people to do what we wanted to do ourselves. We had learned Morris' truth that nothing can be done for Art till we have bridged the terrible gulf between the rich and the poor. We were so disgusted with civilization that we determined then and there to go out into the open and make a better one in which the land theory of Henry George should make the social basis for the industrial theory of Kropotkin and the art theory of William Morris. So my wife and I searched out in Northern Delaware an abandoned farm containing about 162 acres of rolling hill country, like that of Warwickshire, beautiful woodlands and the ugliest house in the United States. There the village was founded, and there my son and I sat for seven or eight years trying to coax in the farm labourers of the countryside to take the land on perpetual leases, for which was to be paid the full economic rent, reassessed yearly, from which land value tax we, as trustees holding the land as the communal property of all who should live there, would pay all taxes levied on the people by state, county and hundred, turning the balance of the land rent over to the Town Meeting to be spent for communal improvements and upkeep. All the land has been taken up there for years past, and when by Mr. Warren's help we opened up an adjoining tract, Ardentown, last winter, 70 of its 115 plots were applied for in the first ten days.

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Briefly stated, our claims for the village are: —

That it has lived 23 years, which is longer than most “nut colonies,” as modern Utopias are irreverently called, and without change of the lines on which it was begun;

That it has a land system which recognizes the common right of all to the use of the earth;

That it has a tax system which does not penalize industry, business or thrift, and does not give premiums for land monopoly and speculation;

That it has a special system of land value assessment unsurpassed in the world;

That it has had full woman suffrage from its foundation and, until the system was killed by State Socialists, childhood suffrage;

That it is the first community in the United States to elect its officials by Proportional Representation;

That it is the first community in the United States to establish the Raiffeisen Credit Union, by which we have lent over \$52,000 in the last twelve years on the notes of borrowers endorsed by two neighbours, without other collateral, and have never lost a dollar by default;

That it has never issued bonds or granted an exclusive privilege or monopoly;

That it is the first community in recorded history to lay down a definite principle as to the functions of government and the rights of individuals as against the government, replacing the old system of determining rights by counting votes by a system under which the government is allowed to do nothing which individuals can do without the power of government.

It has been said by the *Philadelphia Bulletin* that the whole spirit of the colony is one of good-fellowship, mutual helpfulness and liberality in speech and action. It has been said recently by the *Wilmington Star* that this little village of less than 300 people has become the artistic and cultural centre of the State. It is also a centre for the study of the international language, Esperanto.

But its greatest claim to the consideration of the followers of Henry George is that Arden tries to stress as the great argument for the establishment of the Single Tax, not alone the greater wages of labour or the great profits of business, but the opportunity to develop in simplicity, freedom and beauty that artist soul which is in every one only waiting its deliverance in that day of which it has been written: —

“Here is fulfilled each wish that soared and sought

Beyond the bounds of thought, —

And hero hearts by too frail flesh forsworn

Shall here forget to mourn.”

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Of the seven enclaves, Arden in Delaware ranks next to Fairhope in importance and in age. It is located six miles north of Wilmington and 19 miles south of Philadelphia, being five-eighths of a mile from the station on the Baltimore and Ohio Railroad now called Harvey. It had its beginning in 1900, when Frank Stephens and William Price, who were seeking a site for a village colony, bought 162 acres of land, partly encircled by a beautiful creek. Delaware River is visible from Arden, the highest land in the state being a half mile to the west. The purchase price of land and buildings was \$9,000, of which \$2,500 was paid in cash and the balance by mortgage, subsequently taken up by Joseph Fels. This mortgage was made to apply to only 70 acres (woodland) out of the 162, leaving all the part now built upon free from encumbrance. Price and Stephens considered that the \$2,500 represented the value of the buildings, thus making the value of the land itself \$6,500.

"For the first five years," to quote from the booklet of Arden, "the reward won by the pioneers was very meagre. The community did little more than vegetate and hold its own. But in 1905 the boom began, and in 1906 the Inn was established on a firm basis, and homes sprang up in all directions. To this activity the panic of 1907 produced only a temporary setback. In 1908 the growth of Arden went on apace, and on August 1, 1909, every foot of open ground had a leaseholder, and many applications could not be filled."

At the present time there are about 140 leaseholders and about 130 dwellings. Many of the latter are substantially built and intended for permanent use, while others are bungalows suitable for summer occupation only. The summer residents number about 350 and the winter residents 207. All the land not in the parks (which contain nearly half the whole enclave) is under lease with the exception of an acre or two. The rents as collected vary from \$38 to \$103 per acre. The amounts of the annual rentals are determined by the use of the Somers System developed to meet local conditions, Arden being the first of the enclaves to employ that system. As used at Arden it includes the basic principle of the Somers System, namely, that of a land unit, the expression of judgment of values as compared with that unit, and the submission to community opinion of relative values.

"The trustees of Arden hold the title to the land and represent the community before the law. They pay all the state and local taxes and the expenses of the trust, and then turn the balance over to the community, which elects three townsmen and seven assessors by the Hare

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System, a clerk and an accountant. The money so turned over is to be applied 'to such common uses, desired by a majority of the residents, as, in the judgment of the trustees, are properly public, in that they cannot be left to individuals without giving one an advantage over others.' The townsmen have authority, subject to the control by the general meetings, and serve until their successors are chosen, the election being always for the full board, the same being true of the assessors. Thus, in the part administered by the townsmen, Arden exemplifies a thoroughly representative yet democratic system."

The prospectus sets forth the following claims:

"Arden Village has a land system recognizing the common right of all to the use of the earth; has a tax system which does not fine labor and thrift or encourage land speculation and monopoly; has a scientific plan of assessment based upon the Somers System, with publication of assessments; has had equal suffrage since its foundation . . . ; is the first community in the United States to establish a Raiffeisen banking system based on character, not 'collateral'; has never issued bonds, granted an exclusive privilege, or had a public debt, except for a part of the original purchase price of the land; acts on a definitely stated principle as to the functions of government and the rights of individuals, that the government should do nothing which an individual can do without the power of government."

The water supply of the little village is under private control, the Arden Water Company, incorporated, being an independent concern to which the community as such contributes nothing. It was organized in 1913, and was financed by the sale of stock among the leaseholders interested. It has about two miles of mains, which serve some eighty users, the service being metered. The water is drawn from springs, a deep well and a filtration plant connected with Naaman's Creek. The latter source, which has been but recently used, is thought adequate for all future needs.

The work of permanently installing a filter and building a new pumping station, begun last year, is in process of completion. There is a basic rate of \$30.00 per year for each service, plus a consumption charge of \$1.00 per thousand gallons. Bills are payable quarterly, subject to a discount of ten per cent for prompt payment. The Company has paid dividends at the rate of six per cent for the last three years.

The officers are as follows: William Worthington, Jr., President; George L. Whitehead, Vice-President; Frederic Remington, Secretary-Treasurer; Alan Farmer, Superintendent. The Directors are: A. E. Bosse, Alan Farmer, Edward T. Paxton, Frederic Remington, Donald

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Stephens, L. B. Ware, George L. Whitehead, R. P. Woolery, William Worthington, Jr. William H. Boardman is Consulting Engineer.

The Arden Club is a unique organization, which plays an important part in the life and development of Arden. Anyone residing regularly within the village may become a member without election, simply by paying the annual dues of six dollars. More than eighty per cent of the Ardenfolk are club members. The greater part of the social life of the enclave is organized and managed by the Club. Groups of members interested in special phases of work have formed themselves into gilds, which carry on the many activities. At present there are nine such gilds, as follows:

The Artsmen's Gild, whose aim is the preservation and development of the artistic life of Arden;

The Athletes' Gild, supervising the many sports engaged in by the people;

The Folk Gild, having in charge the Saturday dances, the Sunday camp fires, chess tournaments and other similar good times;

The Gardeners' Gild, which disseminates horticultural wisdom and acts as an agency for co-operative seed-buying;

The Housewives' Gild, which cares for those matters particularly related to the women folk, and each week throughout the winter provides the Club suppers, where all the folk may eat together and enjoy one of the finest examples of co-operative social service;

The Musicians' Gild, which has charge of all things pertaining to music — the weekly vesper music each Sunday in summer, the choral singing, the several concerts, etc.;

The Players' Gild, which has to do with all things theatrical — the weekly Shakespearean plays in the open-air theatre during the summer months, and other plays and pageants;

The Scholars' Gild, which has study groups, classes in economics and Esperanto, and arranges meetings for speakers on live social questions from time to time; and lastly

The Yeomen's Gild, which is a men's gild of service, purposing to provide organized masculine help of various kinds, including that of fire prevention and extinguishing.

The Church Gild has been dropped from the list of Gilds in order to form a new organization.

During the last year the Gild Hall has been enlarged by an addition of about 34 by 44 feet at an approximate cost of \$8,000. This gives an apartment for the janitor on the first floor, and adds 14 feet to the length of the dance floor on the second story, and also provides a stage 20 feet deep.

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The officers of the Arden Club are: A. E. Bosse, President; H. D. Ware, Vice-President; Marguerite Nearing, Secretary; Edna Fritz, Treasurer. The Directors are the above-named officers and A. Borowski, Mary Hoeffler, H. P. Hurlong, Thomas Kester, Frederic Remington, W. B. Wood, W. P. Worthington.

The founders of Arden had as their aim not only the building of a small working model of the Single Tax, but likewise the development upon such a foundation (the only kind upon which they were convinced it could truly grow and thrive), of a real living handicraft movement, which should become a vital part of, and an influence in, the community. In the early days of the enclave little was done to realize this secondary dream, but small beginnings were made from time to time. In 1913 impetus was given to the craft movement by the building of a large craft shop by two craft workers, who aimed not only to provide suitable quarters for their own crafts, but also to make available workshops for other craftsmen who might care to rent them. Since then the craft movement in Arden has been steadily, though slowly, growing. Four craft organizations are pretty firmly established: the Smithy, where a great variety of wrought iron work is made; the Furniture Shop, where furniture is made by hand and carving is done; the Weaving Shop, where beautiful woven goods are made on simple hand looms; and the Roberts Studio, which produces an extensive series of the highest grade of hand-colored greeting cards. There is a sales shop where the craft products are disposed of locally, but the bulk of the business is done through craft and gift shops in the outside world. Within the past year the Smithy has greatly enlarged its field of operations and its output, working under the name of the Arden Forge; and the increased business of the Weaving Shop has necessitated the purchase of new looms and the moving into a larger shop.

A unique feature of Arden is the Raiffeisen Gild, organized in April, 1911. Its object is to lend money to its members on no other collateral than the personal character of the borrower and of the sureties in the community. It has never met with any loss, and every indebtedness has been paid when due. The loans are made on the annuity plan (for \$100 lent \$4.00 a month being paid for 28 months), yielding over nine per cent. The Clerk is Frank Stephens. The Council consists of William Worthington, Jr., Gildmaster, H. P. Hurlong, Donald Stephens, H. D. Ware, R. P. Woolery. The Inspectors are A. E. Bosse, Philip Burnet, Winthrop B. Wood.¹

The Arden Building and Loan Association was organized in January,

¹ For fuller account see Second Annual Volume of *Enclaves of Single Tax or Economic Rent*, pages 60-62.

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1918, being incorporated under the laws of the State of Delaware. It has issued over 600 shares of stock among 100 stockholders, nearly all of whom are residents of Arden.

The purpose of the Association is two-fold; first, to enable its stockholders to save money, and second, to give them financial assistance in buying or building a house or a place of business.

In the first case the mode of operation is as follows:

Application is made, *e. g.*, for a single share of stock, the par value of which is \$200, the applicant agreeing to pay a membership fee of 25 cents and an instalment of \$1.00 per month on account of the purchase price. Thus, every share calls for payment of \$1.25 the first month and \$1.00 per month thereafter until full payment is made. Money so received is put out at interest, which is compounded monthly by being lent again. When the amount of money paid in, together with the earnings in the form of interest and premiums (referred to later), amounts to \$200, the share "matures," the stockholder is paid \$200 and the share is cancelled. The experience of similar associations shows that shares "mature" in an average period of about 135 to 138 months. Present indications are that with the Arden Association this average period will be shortened a little.

In connection with the savings feature a stockholder who is in sudden and urgent need of money can secure a "stock loan." He would be loaned at least 90 per cent of what he had paid in on his stock, the security being not only his cash payments, but also his earnings on the stock. Any stockholder may withdraw, on reasonable notice, the full amount paid in, in which case 4 per cent is paid. To date, the Arden Building and Loan Association has earned a shade over 8 per cent.

In the second case, stockholders desiring to borrow on mortgage loans file with the secretary a formal application, describing the building, which will, in part, afford the security, and stating the number of shares of the stock which they intend to assign to the Association. A fee of \$3.00 is charged for examination. This fee goes into a special fund used to promote the interests of the Association. This application is presented to the next meeting of the Board of Directors. The president then appoints a Property Committee of three, who examine the property and report ordinarily at the next meeting of the Directors, who consider the recommendation of the committee and usually adopt it. If the loan is granted, the solicitor of the Association examines the title, prepares the necessary papers and has them executed. All borrowers are charged a monthly "premium" of 25 cents per share, which makes the interest paid for a loan $7\frac{1}{2}$ per cent. The security for the loan is not only the building in question, but also the minimum number of shares

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of stock necessary to produce at maturity an amount equal to the amount of the loan.

Inasmuch as, under the Delaware law, a leasehold is a chattel, and a mortgage on chattels can run for only five years, this difficulty is met by the Association taking from the borrower an absolute transfer of his leasehold and the improvements thereon, giving him an agreement to re-transfer the same to him when the loan has been fully paid.

Every loan thus far has been a mortgage loan at 50 per cent of the value of the improvements as determined by the Property Committee and Board of Directors. Up to January 24, 1924, 34 loans, totaling \$33,366.86, had been granted and issued. Two loans totaling \$1,100.00 have been repaid.

The Association suffers a serious handicap in being unable to borrow from financial institutions, which have as yet refused loans to organizations operating on land under lease. The only money which the Arden Building and Loan Association has been able to borrow is from \$1,200 to \$1,500, which the Trustees of Arden lend annually in March, for a period of six months. The usefulness and success of the Association would be markedly augmented if it could borrow larger amounts for longer periods.

The only salaried officer is the secretary, who receives 10 cents per share, per annum, for his services. The solicitor is paid by the borrower a small fee for drawing up the legal papers. The treasurer is under adequate bond in a standard bonding company.

The Directors of the Building and Loan Association are Walter E. Sweeting, President; M. Harry Hoeffler, Vice-President; George L. Whitehead, Secretary and Treasurer; Matthew Taplinger, Solicitor; Adolph E. Bosse, Dr. Howard Jones, Mrs. Evelyn B. Paxton, Russell H. Ramsay, William F. Shaw, William Worthington, Jr.

In the year 1921, the Trustees of Arden, to protect the swimming pool, hired a strip of 25 feet on the side opposite Arden, at an annual rental of \$50. This transaction, though unimportant in a financial sense, is noteworthy as being the first case of hiring land that has come to our attention in connection with any enclave. It appears to be justified under the clause of the deed of trust concerning common uses, as would also have been a purchase of the title.

Interest at two per cent per month is charged on overdue rents.

A mushroom plant has been in successful operation for several years. In 1922 a co-operative kindergarten was started, the mothers of the children taking charge in turn, each for a morning. A public school in Arden is maintained by the state.

The list of officials follows:

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TRUSTEES:

Walter E. Sweeting, *chairman*
Katherine F. Ross
Robert P. Woolery

Earl Broadbent
Robert E. Pyle
Donald Stephens
H. D. Ware
R. W. Wood
William P. Worthington

TEMPORARY SECRETARY TO THE TRUSTEES:

Edward T. Paxton

FORESTRY COMMITTEE:

Arthur M. Dewees
Robert P. Woolery

BOARD OF TOWNSMEN:

Russell Ramsey, *chairman*
Arthur M. Dewees
John D. Gordon

LANDSCAPE COMMITTEE:

H. M. Hoeffler
Frank Stephens

TOWN CLERK:

George Newcombe

SANITATION COMMITTEE:

Emma M. Dewees, *chairman*
Joseph E. Cohen
Mary A. Hoeffler
Howard Jones
Jay M. Kyle
E. E. Moore
Marguerite Wood

ACCOUNTANT:

William Canby Ferris

BOARD OF ASSESSORS:

George L. Whitehead, *chairman*
Henry W. Hetzel, *secretary*
John D. Gordon
Russell Ramsey
William A. Roberts
F. W. Whiteside
Winthrop B. Wood

SWIMMING POOL COMMITTEE:

Charler E. Acker, *chairman*
Frank Harrison
George Newcombe
Evelyn B. Paxton
Mabel Wattenberg

REGISTRATION BOARD:

Arthur M. Dewees
Russell Ramsey
Robert P. Woolery

SCHOOL COMMITTEE:

Arthur Andrews
George H. Hallet, Sr.
George Newcombe

FIRE COMMITTEE:

John D. Gordon, *chairman*

The only salaried official is the Town Clerk, who receives \$15.00 per month.

The following figures show the recent growth of Arden, earlier data being unobtainable:

Year	Acres	Hectares	Gross Rent	
			Actual	Basis of 1913 ¹
1911	162	66	\$ 908	\$ 908
1912	162	66	1,632	1,736
1913	162	66	1,634	1,618
1914	162	66	1,953	1,953
1915	162	66	2,213	2,258

For ratio of rent roll to real estate and taxes, see Appendix II.

¹ See Appendix I.

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Year	Acres	Hectares	Gross Rent	
			Actual	Basis of 1913
1916	162	66	2,561	2,536
1917	162	66	2,695	2,122
1918	162	66	2,573	1,454
1919	162	66	2,757	1,421
1920	162	66	3,164	1,536
1921	162	66	3,570	1,580
1922	162	66	3,578	2,434
1923	162	66	5,685	3,815

DEED OF TRUST

THIS indenture made the thirty-first day of January, A.D. 1908, witnesseth that whereas heretofore to-wit, October 17, A.D. 1901, George F. Stephens of the city of Philadelphia and State of Pennsylvania did, by deed bearing date aforesaid and recorded in the Recorder's office at Wilmington in the State of Delaware in Deed Record V, Vol. 18, p. 36, etc., convey unto William L. Price, Frank Martin and George F. Stephens, all of the city of Philadelphia aforesaid, all these three certain pieces or parcels of land, with the buildings thereon erected in Brandywine Hundred, New Castle County and State of Delaware, bounded and described as follows, according to a survey made by W. A. Kimmey on the thirtieth day of May, A.D. 1900.

Containing twelve acres, two roods and twelve perches of land, be the same more or less.

Containing eighty and one-fourth acres of land, be the same more or less.

Containing with said bounds seventy acres, one rood and eleven perches of land, be the same more or less, excepting hereout of this last described tract a certain cemetery or burying ground, situated on the westerly side of said Grubb's Landing Road. And whereas the said buildings were inadvertently conveyed unto the said William L. Price, Frank Martin and George F. Stephens, the true desire of the parties to the said deed being that the land should be vested in the said William L. Price, Frank Martin and George F. Stephens as trustees, but the title to the houses thereon erected should be and remain in the original owners thereof, now, therefore, the said William L. Price, Frank Martin and George F. Stephens do hereby convey, assign, give and set over unto George F. Stephens and William L. Price their heirs and assigns all buildings formerly owned or erected upon the land aforesaid by them to have and to hold to and for their own use and behoof.

And whereas the said conveyance of said lands was made upon certain trusts which it is desired by the parties aforesaid to restate and amend, the said lands are hereby declared to be held by the said William L. Price, Frank Martin and George F. Stephens, upon the following trusts and upon them only viz.: in trust to lease such portions of said land as may seem good to the said trustees and their successors, to such persons and for such terms as they the said trustees shall determine, the lease in each case to reserve, as rent, the full rental value of the premises demised by said lease; to pay all State and local taxes out of and from the rents received so far as

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these suffice; to suffer all persons to whom land shall be leased as aforesaid, who constitute a community so long as they continue such leases, to enjoy and use for common purposes such of the lands which are the subject of this deed as the trustees aforesaid shall not have demised to individuals or devoted to purposes other than common; to apply all sums of money received as rents, in excess of the amount needed for the purposes of paying the taxes, to such common uses, desired by a majority of the residents as in the judgment of the trustees are properly public, in that they cannot be left to individuals without giving one an advantage over others; and in further trust if at any time in the judgment of a majority of the residents agreeing with a majority of the trustees the community shall not warrant its continuance to declare the dissolution thereof, and thereupon to sell the land aforesaid and, after repaying to William L. Price, George F. Stephens and Joseph Fels the amount originally advanced by them for the purchase of said land from David F. Derrickson, who made title therefor to George F. Stephens by deed dated June 12, A.D. 1900, and recorded in the Recorder's office at Wilmington in the State of Delaware in Deed Record G, Vol. 18, page 345, etc., to devote the purchase money to such purpose as shall be approved by said trustees. And the said trustees shall have power subject to the approval of a majority of the residents to supply all vacancies which may occur in their number, which it is intended shall always be and continue to be three; it being expressly hereby provided that upon all questions requiring the exercise of discretion on the part of the trustees, the action of a majority, after an opportunity has been given to all to express their opinions, shall be valid and binding upon all.

Sealed and delivered in the presence of

Frank Martin
William L. Price
George F. Stephens

Commonwealth of Pennsylvania, City and County of Philadelphia, ss.

Before me, a Notary Public, residing in the City of Philadelphia, this 25th day of March, A.D. 1908, personally came George F. Stephens, Frank Martin and William L. Price, parties to this indenture, known to me personally to be such, and acknowledged this indenture to be their act and deed to the end that the same should be recorded as such.

Witness my hand and seal, the day and year aforesaid.

{ L.S. }

William J. Jackson, *Notary Public*

BY-LAWS

We, the residents of Arden and the leaseholders and trustees, in Town Meeting assembled, adopt for the administration of the affairs of Arden the following rules in conformity with the Deed of Trust and the leases.

ARTICLE I: SUFFRAGE.

1. It shall be the duty of the Registration Board of three persons, to be elected at a town meeting on the proportional representation plan, of which the town clerk shall be the ex-officio secretary, but without a vote thereon, to register as voters all persons who have reached the age of 18 years who have maintained continuously, for at least the preceding six months, a place of residence in Arden (consisting of that land included in the Arden Deed of Trust of January 31, 1908) and who shall have applied in person or in writing for registration prior to the opening of any town meeting; subject to appeal to the town meeting.

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2. It shall also be the duty of the Registration Board to strike off from the list of registered voters the names of such persons as cease to maintain continuously a place of residence in Arden; subject to appeal at the town meeting.

3. Three days before the date of each regular monthly town meeting, the Registration Board shall post in the usual public place or places the names of all persons put on or taken off the list of registered voters since the preceding regular meeting. Such changes shall be effective at the ensuing regular monthly meeting, unless rejected, on appeal, at such meeting. The Registration Board shall make no changes in the list except at the time and in the manner thus provided.

4. Any registered voter shall always have access to the Registration Board's list of voters. A correct list shall always be kept posted in a convenient public place or places in Arden. The Registration Board shall, on demand, accompanied by 25 cents, mail to any designated registered voter one correct copy of said list.

5. The Registration Board shall make no changes in the voting list after a referendum vote has been called for until said vote has been taken.

ARTICLE II: REFERENDUM.

1. Measures affecting the administration of town affairs, which shall be passed by any (regular or special) town meeting by less than a unanimous vote, shall not be effective for ten days; and if in the meanwhile a protest in writing against such measure shall be signed by 20 registered voters and filed with the Town Clerk, said measure shall become effective only if again passed by a majority vote of the next regular town meeting, held not less than 28 days after that at which said measure was passed; and notice (duly numbered serially) of such meeting, together with the text of the measure, the vote for and against it, and the fact of the protest thereon, shall, within five days after said filing, be mailed by the Town Clerk to all registered voters of Arden; together with an official envelope which shall bear the words: "Ballot on Referendum Measure No. ———" (the number to correspond with the serial number on the notice). This procedure shall be known as a "Protest Referendum."

2. The method of voting on such referred questions shall be as follows:

To vote in favor of said question, the voter shall sign his or her name in the blank space opposite the word "For"; to vote against said measure, opposite the word "Against." If the voter is absent at the time the vote is taken, said signature must be either witnessed by one other registered voter of Arden or attested by a notary. Each ballot thus witnessed or attested shall be sealed in the envelope officially provided therefor and shall be delivered, unopened, to the Town Clerk, who shall hand it, unopened, to the Chairman as soon as said meeting is called to order.

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FORM OF NOTICE

Referendum Notice No.....

Serial No.

Arden, Del.....191

Date of Sending Out Notice

Under Article II $\left(\begin{array}{c} \text{Section 1} \\ \text{Section 4} \end{array} \right)$ of the By-Laws of Arden I hereby notify you that
Cross Out One

a $\left(\begin{array}{c} \text{Protest Referendum} \\ \text{Voted Referendum} \end{array} \right)$ has been demanded on the measure $\left(\begin{array}{c} \text{Passed} \\ \text{Proposed} \end{array} \right)$ at the
Cross Out One Cross Out One

Town Meeting held on.....by the vote of
to....., and which measure was worded as follows:
(Insert Text of Measure)

A vote will be taken on this measure at the Town Meeting to be held on

..... Voting upon this measure can be
(Date)

done only by ballot, the ballot to consist of these "notices," signed by the voters in one or the other (not both) of the blank spaces provided below. If you cannot be present, have your signature witnessed by one registered voter of Arden, or attested by a notary, and send it in the enclosed official envelope, sealed, by mail or messenger to the Town Clerk. IF ANY PORTION OF THIS NOTICE IS DETACHED, THE BALLOT WILL BE VOID.

(Signed).....
Town Clerk.

VOID IF DETACHED

FOR	
Signature of Voter	

Sign in one
or the other
of these
spaces, but
not in both.

FOR	
Signature of Voter	

.....
Witness, Registered Voter of Arden

.....
Notary

.....
Date

[Text of Article II, Sections 1 and 4,
to be printed here in small type.]

ARDEN

3. Any measure carried by referendum vote shall not be repealed, except by a referendum vote.

4. The town meeting by a majority vote may submit any measure to a referendum vote. This shall be known as a "Voted Referendum." The procedure shall be the same as if a referendum were demanded by 20 protesting voters, as hereinbefore provided.

5. The election of officers shall not be subject to the provisions of the Protest Referendum as hereinbefore provided.

ARTICLE III: MEETINGS.

The regular meeting of the Ardenfolk shall be held at 8 P.M. on the first Monday of each month from May to October, inclusive, and on the first Saturday of each month from November to April. Special meetings shall be called by the Town Clerk upon a request in writing signed by at least fifteen voters in winter or thirty voters in summer. The Town Clerk shall then notify all registered voters of such special meetings, stating the time and object.

ARTICLE IV: OFFICERS.

The officers of Arden shall consist of:

A board of three Townsmen, who shall serve until their successors are elected.

A Town Clerk, who shall serve until his successor is elected.

An Accountant, who shall serve until his successor is elected.

A board of seven Assessors, who shall serve until their successors are elected.

A Registration Board of three members, who shall serve until their successors are elected.

A Chairman shall be elected at each meeting.

All officers and standing committees shall be elected by a majority vote of the registered voters present in town meeting, except the Board of Assessors, the Registration Board and the Townsmen, who shall be elected by preferential ballot.

ARTICLE V: DUTIES OF OFFICERS.

The Townsmen of Arden shall execute the will of the Ardenfolk as directed by town meeting. They shall have general supervision over all communal rights, property and affairs of Arden. They shall make allotment of lands to applicants as shown on the Town Clerk's books, first come first served, unless otherwise directed by the town meeting. One of them shall sign all orders on the treasury.

The Town Clerk shall conduct all general correspondence for the colony, and have charge of the same. He shall keep minutes of all meetings and submit them for approval or correction at the next meeting. He shall receive all applications for land and keep a record of same in regular order.

The Accountant shall receive all moneys for the Ardenfolk and receipt for same. He shall keep a ledger account and make written monthly reports of receipts, expenditures, resources and liabilities. He shall receive all bills against the Ardenfolk. He shall submit his accounts for auditing when requested, shall give such bond as may be required, and on the election of his successor give to him all the effects of the Ardenfolk in his possession.

At the April meeting the Chairman shall appoint a committee of three, who shall audit the accounts of the Trustees and all other accounts, and report same at the next regular meeting succeeding.

ARDEN

The Assessors shall make yearly assessments of the rental value of lands in Arden and report same to regular August meeting of the Ardenfolk, whose decision shall be final, subject to the legal rights of the leaseholders and the Trustees.

ARTICLE VI: CHANGE OF BY-LAWS.

These By-Laws may be amended by a majority vote of the registered voters present at any town meeting, provided that a written notice of the proposed change or changes shall have been given at a meeting at least 21 days previous. Any amendment thus proposed and adopted shall not take effect for ten days thereafter, during which time said amendment shall be subject to the "Protest Referendum" as hereinafore provided.

ARTICLE VII: RULES OF ORDER.

All meetings shall be governed by the rules of parliamentary practice according to Robert's Manual.

No person shall speak longer than five minutes at a time without extension of time by majority vote.

No person shall speak twice on the same motion while another who has not spoken desires to be heard.

Upon request, any question shall be decided by rising vote.

Business at special meetings shall be confined to the subjects mentioned in the call.

ARTICLE VIII. ORDER OF BUSINESS.

1. Election of Chairman.
2. Appeals on Voting List.
3. Submission of Referendum Ballots (if any).
4. Reading of Minutes.
5. Report of Trustees.
6. Report of Townsmen.
7. Report of Accountant.
8. Report of Standing Committees.
9. Report of Special Committees.
10. Reading of Communications.
11. Unfinished Business.
12. New Business.
13. Good and Welfare of Arden.
14. Adjournment.

This Agreement, made this _____ day of _____ 19____

witnesseth that _____ leases from the **Trustees of Arden**, the lot of Land in **Arden**, Brandywine Hundred, New Castle County, Delaware, situated _____

_____ numbered on Town Plan Plot _____ containing about _____ square feet, for _____ years, at a yearly rental, payable in advance, on the Twenty-fifth day of March, of \$ _____ dollars to Twenty-fifth of March, 19____, and thereafter of such Amount as shall be assessed against it by the Assessors of **Arden**, subject to appeal to a Town Meeting. And the said assessment shall equal as nearly as possible the full Rental Value of the Land, excluding Improvements, and the Rentals so collected shall be expended in the payment of all state and local taxes, so far as said rentals will suffice, so that the Leaseholders shall be exempt and free of all direct local Taxation to that extent, and thereafter for such Communal Purposes as are properly Public in that they cannot be left to Individuals without giving them an advantage over others.

And the said Lessee may terminate this Lease at the end of any year by giving Sixty Days' Notice to the Trustees, and may remove, sell or otherwise dispose of such Improvements as _____ ha _____ upon the Land, provided it be left in the same good condition as when the Lease began. And the said Trustees or their Agent may terminate this Lease at any time on Sixty Days' Notice if the Lessee shall fail to pay the Rent at the times agreed upon, or if _____ or any for whom _____ responsible shall hunt or fish on any of the Lands of **Arden**, or cut Timber without written Leave from the Trustees, or fence in Woodland, or keep the Land in such disorder as shall in the opinion of a Majority of the Town Meeting be injurious to the Rights of others.

And if no such Notice be given by the Lessee, the Trustees or their Agent, this Lease shall continue from year to year upon the same Terms as above, and all Rights and Liabilities herein given to or imposed upon either of the Parties hereto shall extend to the Heirs, Executors, Administrators, Successors and Assigns of such Party.

In Witness Whereof, the said Parties have hereunto set their hands and seals.

Witness

Witness

Trustees :

L.S.

L.S.

ARDEN

RULES OF THE RAIFFEISEN GILD

NAME AND LOCATION.

This village credit union shall be called the Raiffeisen Gild and shall be located at Arden, Delaware.

OBJECT.

The object of the Gild shall be to lend money to its members by utilizing their credit through co-operation and the pledge of their unlimited liability in borrowing.

SECURITY.

The security of the Gild shall be the unlimited liability of each of its members for all indebtedness incurred before or during his or her membership, which liability is to be assumed by his or her heirs, executors and administrators.

MEMBERSHIP.

The membership shall consist of the original organizers and such leaseholders of Arden and residents of Arden and its immediate neighborhood as shall be elected by a unanimous vote of the Council, or, upon appeal, by a majority vote of the Gild members.

A member may withdraw from the Gild at any time upon written notice to the Council acknowledging his liability and that of his heirs, executors and administrators for indebtedness of the Gild incurred prior to his withdrawal.

A member may be expelled from the Gild by majority vote of the members without release from liability of any kind, for non-payment of principal or interest, or for conduct injurious to the credit of the Gild.

Or, if the Council notify, by registered letter, such a person that his or her name will be dropped from the membership roll unless he or she signifies a desire to continue as a member of the Gild, and if proof of the delivery of such a letter is shown, the Council may drop such a person from the membership roll at the expiration of thirty days, without release from liability of any kind.

OFFICERS.

The officers shall consist of a Council of five, three Inspectors and a Clerk, to be elected by the Gild, each officer to serve only until a successor is elected in his place.

The Council, all of whom shall be members of the Gild, shall elect one of their number as Gild Master, shall meet at least once a month and upon the call of the Gild Master, and shall borrow money upon their joint promissory note upon the credit of the Gild, shall have charge of such money and make loans of same for such time as they think good to such members as shall make written application, stating amount and duration of loan desired and some productive purpose or saving to the borrower which the Council approves, such loan to be secured by a six months' note signed by two satisfactory endorsers, together with such other security as the Council may require.

No money shall be borrowed for a longer time than three years.

The Council shall accept repayment of a loan or any portion of it at any time during its continuance at the option of the borrower.

The Council may recall a loan when any part of it is used otherwise than as arranged for or upon the expulsion of a member.

The Council shall make no loan except by unanimous vote and no loan to any officer except with the written consent of a majority of the members.

ARDEN

The Council shall collect from the borrowers their proportion of the expenses of management in excess of the income received by the Gild.

The Clerk, who need not be a member of the Gild, shall keep a roll of the members, a record of all meetings of Gild and Council, and a record of all moneys borrowed or lent and of all promissory notes.

The Inspectors, who need not be members of the Gild, shall appoint one of their number chairman and shall meet at least once every three months upon call of the chairman to examine business done by the Council, its minutes, its accounts, its loans and its compliance with the rules of the Gild, and shall report to the members at the annual meeting, and at any other time upon written request of one-third of the members.

MEETINGS.

The Annual Meetings of the Gild shall be held during the first week in March upon call of the Gild Master. Special meetings shall be called by the Gild Master upon written request of one-third of the members.

LIABILITY.

These rules and such alterations and additions thereto as shall be made by majority vote of the members present at a meeting of which one week's due notice shall be given shall bind the Gild and its members individually and all persons claiming through them respectively, to the same extent as if each member had subscribed his or her name and affixed his or her seal thereto, and as though the rules contained a covenant on the part of himself or herself and his or her heirs, executors and administrators.

RESERVE FUND.

No part of the funds of the Gild shall be divided as profit, bonus, dividend or otherwise among the members. Any surplus accruing after payment of running expenses and salary of Clerk shall be carried as a Reserve Fund. If any loss be incurred by the Gild, the members may vote such amount as they think desirable from the Reserve Fund toward the payment thereof. In no case shall any part of the Reserve Fund be divided among the members, though it may be invested by the Council or loaned upon the same terms as other moneys of the Gild. In case of the dissolution of the Gild, by majority vote of the members or otherwise, the Reserve Fund shall be devoted to some useful purpose in the district in which the Gild belongs, by majority vote at the meeting at which the dissolution takes place, or after the dissolution takes place by those who were members of the last Council.

ARDEN

APPLICATION FOR MEMBERSHIP RAIFFEISEN GILD OF ARDEN

Arden, Delaware,

19

I, the undersigned, hereby apply for membership in the above-named Gild. I agree to make the payments required by its rules, and otherwise to be bound thereby.

Signature of Applicant

Occupation

Address

Signature of Witness

*Admitted a member of the Raiffeisen Gild of Arden this
day of 19 .*

*Gildmaster
Clerk*

Raiffeisen Gild of Arden

Arden, Delaware,

191

As a Member of the Raiffeisen Gild of Arden I hereby

apply for a loan of Dollars (\$)

subject to the rules of the Gild.

I would like to repay this loan in instalments of Dollars

every six months and the balance at the end of year

The purpose for which I desire the loan is

I offer as sureties the two endorsers named below

Signature

Address

Occupation

Endorsers.

First Endorser
Signature

Address

Occupation

Second Endorser
Signature

Address

Occupation

Received 191

Approved 191

Clerk

Assessment of Arden Land Rents

For Year Beginning March 25, 1923

Lot No.	LESSEE	LOCATION	Acres	Rel. %	Rel. Rate	Base Rent	FACTORS SEPARATELY APPRAISED				TOTAL RENT
							Improved	Unimproved	Grass	Forest	
							Land	Highways			
1	Louis Kromer	East Cor. Marsh and Grubb Road	400000	7376	1050	\$43.80	\$144	Aa	\$24.00		\$26.46 \$465.24
2	James C. Morley	East Cor. Marsh Road and Wind Lane	19536	72	1.08	21.10	1.14	Aa	11.72		13.16 34.26
3	Isa F. Andrews	West of Wind Lane East of Marsh Road	18000	66	1.08	21.10	1.14	Aa	11.72		13.16 34.26
4	Laura P. DePahn	West Side Wind Lane, South of Marsh Road	19000	78	1.02	10.29	A		4.00		4.00 14.29
5	Stella Andrews	Grubb Road East of Marsh Road	19000	78	1.02	10.29	A		4.00		4.00 14.29
6	Curtis A. Hallitt	Cor. Grubb Road and Hillside Road	21047	79	1.05	24.24	1.58	Aa	12.63		14.21 38.15
7	George A. Hallitt	West Cor. Hillside Road and Wind Lane	22850	78	1.01	26.73	1.54	Aa	12.71		15.27 40.90
8	George H. Hallitt, Jr.	East Cor. Hillside Road and Wind Lane	22850	78	1.01	26.73	1.54	Aa	12.71		15.27 40.90
9	Abraham E. Altman	Marsh Road East of Wind Lane	27700	66	.99	22.46	Aa		14.22		14.22 36.67
10	Abraham E. Altman	Marsh Road East of Wind Lane	27700	66	.99	22.46	Aa		14.22		14.22 36.67
11	Ory Neering	Marsh Road East of Wind Lane	27700	66	.99	22.46	Aa		14.22		14.22 36.67
12	Dora Cohen	Marsh Road East of Wind Lane	27700	66	.99	22.46	Aa		14.22		14.22 36.67
13	Howard Jones	Marsh Road East of Wind Lane	27700	66	.99	22.46	Aa		14.22		14.22 36.67
14	Angela Maria Bass	South Cor. Millers Road and Marsh Road	42500	88	1.00	11.16	Aa		3.01	12.35	6.13 30.98
15	H. D. Ware	East Cor. Millers Road and Marsh Road	24500	45	.675	18.54	.90	Aa	14.70	10.68	10.68 36.92
16	Thodore Lane	East Cor. Millers Road and Marsh Road	24500	45	.675	18.54	.90	Aa	14.70	10.68	10.68 36.92
17	Joseph E. Cohen	South Cor. Millers Road and Mill Lane	23000	69	1.05	27.17	1.38	Aa	8.30		10.18 35.85
18	Paul McMill	Mill Lane West of Millers Road	23000	69	1.05	27.17	1.38	Aa	8.30		10.18 35.85
19	Amelia B. Whitehead	Mill Lane West of Millers Road	23000	69	1.05	27.17	1.38	Aa	8.30		10.18 35.85
20	Bessie Lamont	Hillside Road to Mill Lane	19000	74	1.12	24.85	Aa		11.40		11.40 37.78
21	H. D. Albright	Hillside Road to Mill Lane	19000	74	1.12	24.85	Aa		11.40		11.40 37.78
22	Mary Lamont	North Cor. Hillside Road and Wind Lane	16000	74	1.11	18.08	1.45	Aa	8.78		10.26 35.31
23	Amy E. Wood	Millers Road North of Hillside Road	41470	74	1.11	18.08	1.45	Aa	8.78		10.26 35.31
24	E. E. Fiske	North Cor. Hillside Road and Wind Lane	16000	74	1.11	18.08	1.45	Aa	8.78		10.26 35.31
25	Jessie Jacobson	North Cor. Millers and Hillside Roads	20000	68	.97	14.70	1.16	Aa	8.00	5.00	14.16 31.56
26	E. W. W. Combs	North Cor. Millers and Hillside Roads	20000	68	.97	14.70	1.16	Aa	8.00	5.00	14.16 31.56
27	Lucius Cole	S. E. Cor. Millers and Hillside Roads	19000	68	.97	14.70	1.16	Aa	8.00	5.00	14.16 31.56
28	A. C. Kuehl	Hillside Road West of Millers Road	30000	68	.97	14.70	1.16	Aa	8.00	5.00	14.16 31.56
29	S. E. Kuehl	Hillside Road West of Millers Road	30000	68	.97	14.70	1.16	Aa	8.00	5.00	14.16 31.56
30	Stark Straun	Hillside Road West of Millers Road	30000	68	.97	14.70	1.16	Aa	8.00	5.00	14.16 31.56
31	Hayes Rosenberger	East Side Grubb Road of Hillside Road	40000	82	1.22	49.20	1.64	Aa	23.00		25.64 78.84
32	Harvey Rosenberger	East Side Grubb Road of Hillside Road	40000	82	1.22	49.20	1.64	Aa	23.00		25.64 78.84
33	Edna B. Fung	Grubb Road and Little Lane	40000	79	1.18	23.70	Aa		8.00		10.00 31.70
34	Joseph P. Fung	Grubb Road and Little Lane	40000	79	1.18	23.70	Aa		8.00		10.00 31.70
35	Edna B. Fung	Grubb Road and Little Lane	40000	79	1.18	23.70	Aa		8.00		10.00 31.70
36	Joseph P. Fung	Grubb Road and Little Lane	40000	79	1.18	23.70	Aa		8.00		10.00 31.70
37	Edna B. Fung	Grubb Road and Little Lane	40000	79	1.18	23.70	Aa		8.00		10.00 31.70
38	Joseph P. Fung	Grubb Road and Little Lane	40000	79	1.18	23.70	Aa		8.00		10.00 31.70
39	Edna B. Fung	Grubb Road and Little Lane	40000	79	1.18	23.70	Aa		8.00		10.00 31.70
40	Joseph P. Fung	Grubb Road and Little Lane	40000	79	1.18	23.70	Aa		8.00		10.00 31.70
41	Edna B. Fung	Grubb Road and Little Lane	40000	79	1.18	23.70	Aa		8.00		10.00 31.70
42	Joseph P. Fung	Grubb Road and Little Lane	40000	79	1.18	23.70	Aa		8.00		10.00 31.70
43	Edna B. Fung	Grubb Road and Little Lane	40000	79	1.18	23.70	Aa		8.00		10.00 31.70
44	Joseph P. Fung	Grubb Road and Little Lane	40000	79	1.18	23.70	Aa		8.00		10.00 31.70
45	Edna B. Fung	Grubb Road and Little Lane	40000	79	1.18	23.70	Aa		8.00		10.00 31.70
46	Joseph P. Fung	Grubb Road and Little Lane	40000	79	1.18	23.70	Aa		8.00		10.00 31.70
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108	Joseph P. Fung	Grubb Road and Little Lane	40000	79</							

ARDEN

BOND AND WARRANT

KNOW ALL MEN BY THESE PRESENTS, That
held and firmly bound unto Arden Building and Loan Association, in the sum of
current lawful money of the
United States of America, to be paid to the said Arden Building and Loan Association, its certain attorney, successors or assigns, to which payment well and truly
to be made do bind
heirs, executors and administrators, jointly and severally, for and in the whole,
firmly by these presents. Sealed with seal.
Dated the day of in the year of
our Lord one thousand nine hundred and .

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden
heirs, executors
or administrators, jointly and severally or any of them, shall and do well and truly
pay, or cause to be paid unto the above named Arden Building and Loan Association,
its certain attorney, successors or assigns, the just and full sum of
lawful money as aforesaid, at any time within
ten years from the date hereof, together with interest thereon payable monthly,
at the rate of one-half per cent per month, and together with all fines, imposed by
the By-Laws of said Association, and a monthly premium of

Dollars for the same, payable monthly at the regular
monthly meetings of the Board of Directors of said Association each and every month
hereafter, and shall also well and truly pay or cause to be paid unto the said Association,
its successors or assigns the sum of

Dollars at the said regular monthly meetings of the Board of Directors of
said Association each and every month hereafter, as and for the monthly contributions on the
shares of the capital stock of said Association now
owned by the said Borrower and assigned to said Association as collateral security;
and shall also pay or cause to be paid to the said Association, its successors or assigns,
on or before the Twenty-fifth day of March of each and every year, the full rental
assessed against the lot or piece of ground the Lease whereof has been assigned to
said Association as collateral security; provided, however, and it is hereby expressly
agreed, that, if at any time default shall be made in the payment of the said principal
money when due, or of the said interest, or of the said fines, or of the said monthly
premium, or of the said monthly contribution on said stock, for the space of six
months after any payment thereof shall fall due, or in the prompt and punctual
payment of the aforesaid rental, on or before the Twenty-fifth day of March, of
each and every year, then and in such case the whole principal debt aforesaid shall
at the option of the said Association, its successors or assigns, immediately there-
upon become due, payable and recoverable, and payment of said principal sum and
of interest, and of fines, and of all monthly premiums due thereon, as well as any
contribution on said shares of stock then due, may be enforced
and recovered at once, anything hereinbefore contained to the contrary thereof
notwithstanding; without any fraud or further delay, then the above obligation
to be void, or else to be and remain in full force and virtue:

PROVIDED, however, and it is hereby expressly agreed that if any action, suit,
matter or proceeding be brought for the enforcement of this bond, and if the
plaintiff or lien holder in said action, suit or proceeding shall recover judgment in any sum, such plaintiff or lien holder shall also recover

ARDEN

as reasonable counsel fees per centum of the amount decreed for principal and interest, which said counsel fees shall be entered, allowed and paid as a part of the decree or judgment in said action, suit or proceeding; and do hereby authorize and empower any Clerk, Prothonotary or Attorney of any Court of Record in America or elsewhere, to appear for

heirs, executors or administrators at the suit of the said Arden Building and Loan Association, its successors or assigns, on the above obligation, as of any term or time prior or subsequent to the date hereof, and thereupon to confess judgment for the above sum of

Debt, besides cost of suit and counsel fees as above provided by *Non Sum Informatus, Nihil Dicit* or otherwise, with stay of execution until the day of payment; and do

heirs, executors or administrators remise, release, and forever quit claim unto the said Arden Building and Loan Association, its certain attorney, successors and assigns, all and all manner of error or errors, misprisions, misentries, defects and imperfections whatever, in the entering of the said judgment, or any proceeding thereon, or thereto, or anywise touching or concerning the same.

Scaled and delivered in the presence of }

{ S. }

{ S. }

STOCK TRANSFER

KNOW ALL MEN BY THESE PRESENTS, That I, , for value received, do hereby irrevocably constitute and appoint Frank Bechtel, Jr., to be my true and lawful attorney, for me and in my name and behalf to assign and transfer unto the Arden Building and Loan Association my shares in the Series of the said Association (Book No.) as security for a loan of Dollars, to transmit the order for the money to the counsel of said Association, to sign the By-Laws of said Association, and to do every and all acts necessary in the premises. And further, one or more persons under him to substitute with like power.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this day of , A.D. 19 .

Signed and sealed in the presence of }

{ S. }

ARDEN

DEED FOR LEASE AND DWELLING HOUSE

INDENTURE

KNOW ALL MEN BY THESE PRESENTS, That I, _____, of Arden, Delaware, for and in consideration of the sum of One Dollar and other good and valuable considerations to me in hand paid and delivered by Arden Building and Loan Association, a Delaware Corporation, of the same place, the receipt whereof is hereby acknowledged, have bargained, sold, released, assigned, transferred, granted, confirmed, conveyed and set over, and by these presents do bargain, sell, release, assign, transfer, grant, confirm, convey and set over unto the said Arden Building and Loan Association, its successors and assigns, ALL THAT CERTAIN Lease from The Trustees of Arden to _____ (duly assigned to the said _____) of ALL THAT CERTAIN lot or piece of ground SITUATE in the Village of Arden, Brandywine Hundred, New Castle County, State of Delaware, on the _____ side of _____ Lane West of _____ Lane, being lot No. _____ on the Village Plan of said Village of Arden, CONTAINING about _____ square feet, said Lease being dated _____ 19____, for ninety-nine years; AND ALSO ALL THAT CERTAIN _____ building or Dwelling-House which is now located on said lot or piece of ground, and all additions and improvements built and made thereto and therein, together with the other improvements located thereon, together with all the improvements, rights, liberties and appurtenances thereunto in any wise belonging or appertaining.

TO HAVE AND TO HOLD all and singular the said goods and chattels, lease, improvements, dwelling-house, buildings and every of them by these presents bargained, sold, released, assigned, transferred, granted, confirmed, conveyed and set over unto the said Arden Building and Loan Association, its successors and assigns, to and for its and their own proper use, benefit and behoof forever.

AND THE SAID _____, for himself, his heirs, executors, administrators and assigns, unto the said Arden Building and Loan Association, its successors and assigns, from and against all persons whomsoever shall and will WARRANT and forever DEFEND the same by these Presents.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this _____ day of _____, A.D. 19____.

Signed, sealed and delivered in the presence of } { S. }

State of Pennsylvania, }
County of Philadelphia } ss.

BE IT REMEMBERED, that on this _____ day of _____, in the year One Thousand Nine Hundred and Twenty-____ (19____), before me, the subscriber, a Notary Public for the State of Pennsylvania, residing in the City of Philadelphia, personally came _____ one of the parties to the foregoing Deed, known to me personally to be such, and he did acknowledge this Indenture to be his voluntary act and deed.

GIVEN under my hand and seal of Office day and year aforesaid.

ARDEN

AGREEMENT

THIS AGREEMENT made this _____ day of _____
A.D. 19____, between Arden Building and Loan Association, a Delaware Corporation, hereinafter called the Association, party of the first, and _____, of Arden, Delaware, hereinafter called the Borrower, party of the second part.

WITNESSETH THAT:—

WHEREAS, The Association has this day loaned the sum of _____ Dollars (\$) _____ to the said Borrower on the security of ALL THAT CERTAIN Lease from The Trustees of Arden, to _____ (duly assigned to _____) of ALL THAT CERTAIN lot or piece of ground SITUATE in the Village of Arden, Brandywine Hundred, New Castle County, State of Delaware on the _____ side of _____ Lane West of _____ Lane, being lot No. _____ on the Village Plan of said Village of Arden, CONTAINING about _____ (_____) square feet, said lease being dated 19____, for ninety-nine years; AND ALSO ALL THAT CERTAIN building or Dwelling-House which is now located on said lot or piece of ground, and all additions and improvements built and made thereto and therein, together with the other improvements located thereon, together with all the improvements, rights, liberties and appurtenances thereunto in any wise belonging or appertaining, which said Lease, Dwelling-House, Buildings and Improvements have been assigned, transferred, granted and set over by the said Borrower to the said Association by Indenture bearing even date herewith and intended forthwith to be recorded at Wilmington, Delaware; AND

WHEREAS as further security for said Loan, the said Borrower has this day assigned and transferred unto the said Association his _____ shares in the _____ Series (Book No. _____) of the capital stock of said Association; AND

WHEREAS, in consequence of the bidding for said loan, the Borrower has agreed to pay a premium of twenty-five cents per share per month on said _____ shares of stock, in addition to interest at the rate of one-half per cent per month on said loan, payable monthly at the regular monthly meetings of the Board of Directors; AND

WHEREAS, the said Borrower has this day executed and delivered his Bond and Warrant of Attorney for said sum of _____ Dollars (\$) _____ unto the said Association:

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT: if the said Borrower, his heirs, executors and administrators, or any of them will well and truly keep and maintain at all times, until the full discharge of the above mentioned obligation, a policy or policies of fire insurance and tornado insurance, in good and approved company or companies, duly assigned as collateral security to the Association, its successors or assigns, to an amount not less than _____ Dollars on the above mentioned Building or Dwelling-House, and will well and truly pay or cause to be paid unto the said Association, its successors or assigns, the just sum of _____ Dollars (_____) at any time within ten years from the date hereof; together with interest thereon, payable monthly, at the rate of one-half per cent per month, and together with

ARDEN

all fines, imposed by the By-Laws of said Association, and a monthly premium of for the same, payable at the regular monthly meetings of the Board of Directors of said Association each and every month hereafter, and shall also well and truly pay or cause to be paid unto the said Association, its successors or assigns, the sum of Dollars at the said regular monthly meetings of the Board of Directors of said Association each and every month hereafter, as and for the monthly contribution on the shares of the capital stock of said Association, now owned by the said Borrower, and assigned as aforesaid; and shall also pay or cause to be paid to the said Association, its successors or assigns, on or before the Twenty-fifth day of March, of each and every year, the full rental assessed against the aforesaid lot or piece of ground; provided, however, and it is hereby expressly agreed, that if, at any time, default shall be made in the payment of the said principal money when due, of the said interest, or of the said fines, or of the said monthly premium or of the said monthly contribution on said stock, for the space of six months after any payment thereof shall fall due, or in the prompt and punctual payment of the aforesaid rent on or before the Twenty-fifth day of March, of each and every year, then and in such case the whole principal debt aforesaid shall, at the option of the said Association, its successors or assigns, immediately thereupon become due, payable and recoverable, and payment of said principal sum and of interest and of fines, and of monthly premiums due thereon, as well as any contribution on said shares of stock then due, may be enforced and recovered at once, anything hereinbefore contained to the contrary hereof notwithstanding; then and in that case, the Borrower having complied with all the aforesaid conditions and stipulations, the said Association shall convey, transfer, assign and set over unto the said Borrower, his heirs, executors, administrators and assigns, the aforesaid Lease, Building, Dwelling-House and Improvements.

IT IS HEREBY FURTHER EXPRESSLY AGREED THAT while said loan or any portion thereof remains owing to the Association, and provided that the Borrower complies with all the aforesaid conditions and stipulations, the said Borrower shall have the right to occupy said lot or piece of ground, Dwelling-House and buildings, and it shall be the duty and obligation of the said Borrower, his heirs, executors and administrators, to keep the said lot or piece of ground, Dwelling-House and buildings and improvements in good order, condition and repair, at his and their own expense.

On the breach of any of the aforesaid conditions and stipulations, the Borrower hereby expressly agrees, for himself, his heirs, executors and administrators, within thirty days after receiving written notice from the Association, to remove from and vacate said lot or piece of ground, Dwelling-House, buildings and improvements.

WHENEVER, under the terms and conditions of this agreement, the aforesaid principal debt or any balance thereof shall become due, payable and recoverable, the Association shall have the right, after having advertised notice thereof once a week for three successive weeks in at least one newspaper published in the County of New Castle, State of Delaware, and after having served a written notice thereof on the Borrower, his heirs, executors or administrators, not less than three weeks before the date of said sale, to sell said lease, Dwelling-House, buildings and improvements, at public sale to the highest bidder; with the right on the part of the Association to become the purchaser of said property at said sale, free and discharged of and from all trusts; and out of the proceeds of said sale to repay unto itself the said principal sum or any balance thereof then due, together with all interest, premiums and fines, and together with all costs, expenses and counsel fees incurred or expended

ARDEN

by it in connection with said sale, proceedings and transaction. The balance of said proceeds, if any there be, shall be paid to the said Borrower, his heirs, executors or administrators.

IN WITNESS WHEREOF, the said Association has caused this agreement to be signed by its duly authorized officers and attested with its corporate seal, and the said Borrower has hereunto set his hand and affixed his seal the day and year first above written.

Signed, sealed and delivered in the presence of

Arden Building and Loan Association

By

President

Attest

Secretary

{ S. }

ARDEN

FORM OF SUBSCRIPTION FOR SHARES

I hereby subscribe to.....Shares of the.....
 Series of the *Arden Building and Loan Association*, beginning.....
 Name.....
 Book No.Address.....
 Date.....Amount Paid, \$.....
 Shares \$1.00 each per month, and 25 cents per share Entrance Fee (payable only once).

ANNUAL REPORT OF THE ARDEN BUILDING AND LOAN ASSOCIATION

July 1, 1922—July 1, 1923

Assets

Mortgage Loan.....	\$28,280.77
Stock Loans.....	2,650.00
Cash in Bank.....	59.01
Dues Delinquent.....	905.00
Interest, Fines and Premiums Delinquent.....	318.84
Equipment.....	25.00

\$32,238.62

Liabilities

Installment Stock Dues.....	\$21,534.00
Dues Paid in Advance.....	110.00
Borrowed Money.....	6,500.00
Interest on Borrowed Money, Unpaid.....	40.00
Contingent Fund.....	50.76
Earnings Due Shareholders.....	4,003.86

\$32,238.62

Receipts

Cash in Bank.....	\$ 51.39
Dues.....	7,638.00
Interest.....	1,414.92
Premiums.....	351.67
Fines.....	165.80
Admission Fees.....	73.25
Money Borrowed.....	6,500.00
Mortgage Loans Repaid.....	800.00
Stock Loans Repaid.....	860.00

\$17,855.03

ARDEN

Disbursements

Mortgage Loans.....	\$ 9,420.86
Stock Loans.....	1,565.00
Borrowed Money Repaid.....	1,000.00
Interest on Borrowed Money.....	167.50
Withdrawals — Dues.....	5,056.00
Withdrawals — Interest.....	406.56
Salaries and Expenses.....	180.10
Cash on Hand and in Bank.....	59.01
	\$17,855.03

STATEMENT

<i>Series</i>	<i>Number of Shares</i>	<i>Paid per Share</i>	<i>Profit per Share</i>	<i>Present Value per Share</i>
1st	84	\$66.00	\$17.73	\$83.73
2nd	32	60.00	14.67	74.67
3rd	30	54.00	11.90	65.90
4th	40	48.00	9.44	57.44
5th	95	42.00	7.24	49.24
6th	61	36.00	5.33	41.33
7th	20	30.00	3.72	33.72
8th	18	24.00	2.38	26.38
9th	71	18.00	1.38	19.38
10th	105	12.00	.60	12.60
11th	129	6.00	.15	6.15

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ARDEN
THE ARDEN WATER COMPANY
OPERATING STATEMENT, 1922

Income

Water Service.....	\$3,219.72	
Less Discount.....	264.45	
Net.....	\$2,955.27	
Jobbing.....	202.81	
Incidental.....	141.44	
		\$3,299.52

Expense

Administrative and Overhead

Bond Interest.....	\$ 187.53	
Other Interest.....	117.35	
Secretary's Salary.....	360.00	
Office Expense.....	411.76	
Advertising.....	31.46	
Bad Debts.....	7.20	
		\$1,115.30

Operating

Pumping.....	\$ 651.97	
Oil and Gasoline.....	145.76	
Repairs and Replacements.....	132.12	
General Expense.....	368.90	
Land Rental.....	13.72	
Supplies.....	7.63	
		\$1,320.10

From the profit, \$300 was set aside as annual contribution to the sinking fund for retiring bonds; \$361.38 was paid in dividends to stockholders; \$202.74 was added to surplus.

BALANCE SHEET, DECEMBER 31, 1922

Current

Assets

Cash.....	\$ 188.32
Accounts Receivable.....	93.12
Miscellaneous Accounts Receivable.....	133.77
Stock Subscriptions.....	800.00
Bond Subscribers.....	100.00
Accrued Consumption Charge.....	208.34
Jobbing Account Inventory.....	384.34
Total Current.....	\$1,907.89

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Fixed

Sinking Fund.....	\$ 300.00
Buildings.....	2,507.77
Mains.....	3,904.07
Machinery.....	1,955.65
Equipment.....	401.03
Water Supply.....	1,987.98
Tanks.....	2,757.23
Filters.....	619.68
Master Meters.....	325.47
Office Equipment.....	40.99
Total Fixed.....	\$14,799.87

Deferred

Bond Discount.....	960.00
Experimental Work.....	52.20
Total Deferred.....	1,012.20
Total Assets.....	\$17,719.96

Liabilities

Accounts Payable.....	\$ 1,302.17
Notes Payable.....	450.00
Loans Payable.....	1,800.00
Trade Acceptances Payable.....	72.00
Bond Subscriptions.....	160.00
Bonds Payable.....	4,800.00
Bond Interest Payable.....	111.20
Undivided Profits.....	23.95
Capital Stock.....	7,570.00
Surplus.....	1,430.64
	\$17,719.96

ARDEN

FINANCIAL STATEMENT OF THE ARDEN CLUB

For the Year 1922

INCOME

Balance on hand January 1, 1922.....	\$ 11.81
From Membership Dues and Reinstatement Fees.....	1,330.00
This includes:	
179 Senior Members.....	\$1,056.00
54 Junior Members.....	66.00
4 Reinstatement Fees.....	8.00
Door Receipts at Special Dances.....	45.95
Interest on Sinking Fund Loan to Raiffeisen Gild.....	3.00
From School Board for School Rent and Janitor Service.....	183.16
From Sale of Certificates of Indebtedness.....	200.00
Contribution from Housewives Gild.....	147.00
	\$1,681.60

EXPENSE

Capital Outlay.....	\$ 176.00
This covers expenditures from which we get something of a lasting nature, and comprises:—	
Building Improvements.....	\$ 132.79
Equipment.....	44.11
Maintenance of Plant.....	392.51
Includes expenses that would be involved just to keep the Club property in condition even if we carried on no Club activities, comprising:—	
Repairs to Building.....	100.88
Maintenance of Grounds and Equipment.....	21.10
Land Rent.....	143.92
Insurance.....	86.61
Operating Expense.....	249.32
Covering the expense of operating the Club, which is:—	
Water.....	23.39
Janitor Service.....	135.00
Printing and Postage.....	30.60
Miscellaneous.....	60.33

ARDEN

Fiscal Expense.....		884.45
This is required to pay debts and loans incurred in past years, interest thereon, and provisions for paying existing loans, and is made up of:—		
Repayment of Loans, etc.....	525.00	
Interest.....	164.95	
Payments to Sinking Fund.....	194.80	
Balance on hand December 31, 1922.....		18.47
		\$1,681.65

ARDEN

REGISTERED VOTERS

DECEMBER 1, 1923

(With Telephone Calls)

ARTHUR M. DEWEES }
 RUSSELL RAMSEY } *Registration Board*
 ROBERT P. WOOLERY }

GEORGE NEWCOMBE
Town Clerk

Acker, Charles E., 2918 Master St., Philadelphia, Pa.
 Albright, Haines D., 29th and Montgomery Ave., Philadelphia, Pa.
 Andrews, A. N., Grubbs P. O., Del. Tel. 127-R-2 Hollyoak.
 Andrews, Mrs. Lillian, Grubbs P. O., Del.
 Arlt, Mrs. G., Arden, Del.
 Austin, Mrs. Edith H., Arden, Del.
 Austin, C. B., Arden, Del.
 Bohm, Mrs. Constance, 1436 N. 30th St., Philadelphia, Pa.
 Bohm, Fred, 1436 N. 30th St., Philadelphia, Pa.
 Bohm, John, 1436 N. 30th St., Philadelphia, Pa.
 Bonner, Mrs. Betty, Arden, Del.
 Bonner, Gerald E., Arden, Del.
 Bookmyer, Mrs. Anna, 449 S. 57th St., Philadelphia, Pa.
 Bookmyer, Charles F., 449 S. 57th St., Philadelphia, Pa.
 Borowsky, Abraham, Arden, Del.
 Borowsky, Mrs. A., Arden, Del.
 Bosse, Adolph E., Arden, Del. Tel. 144-M Hollyoak.
 Bosse, Mrs. A. E., Arden, Del.
 Broadbent, Earl, Arden, Del.
 Broadbent, Mrs. M. E., Arden, Del.
 Cannon, Samuel, 900 W. 2nd St., Wilmington, Del.
 Cannon, Mrs. S., 900 W. 2nd St., Wilmington, Del.
 Clift, Christopher, 119 N. Clayton St., Wilmington, Del.
 Cohen, Joseph E., 1827 N. Marshall St., Philadelphia, Pa.
 Cohen, Miss Sarah, 1827 N. Marshall St., Philadelphia, Pa.
 Cole, Lucius, Philadelphia, Pa.
 Cole, Mrs. L., Philadelphia, Pa.
 Coutant, Miss Katherine, Arden, Del.
 de Moll, Paul, 62 Queen Lane, Gtn. Philadelphia, Pa.
 Dettling, Miss P., 507 W. 22nd St., Wilmington, Del.
 Dewees, Arthur M., Grubbs P. O., Del.
 Dewees, Mrs. Emma M., Grubbs P. O., Del.
 Farmer, Alan, Arden, Del. Tel. 141-R-3 Hollyoak.
 Farmer, Mrs. Lottie M., Arden, Del.
 Farrell, Mrs. Anna, 5514 Irvine St., Philadelphia, Pa.
 Farrell, Miss Eva, 5514 Irvine St., Philadelphia, Pa.
 Farrell, Thos. W., 5514 Irvine St., Philadelphia, Pa.
 Ferris, W. Canby, Arden, Del.
 Field, Mrs. Louise K., Arden, Del.
 Fisksen, Miss Isabelle, Arden, Del.
 Fling, Mrs. Carrie, 4961 Rubicam Ave., Gtn. Philadelphia, Pa.
 Fling, Joseph F., 4961 Rubicam Ave., Gtn. Philadelphia, Pa.
 Fling, Mrs. M. R., 4961 Rubicam Ave., Gtn. Philadelphia, Pa.
 Flower, George, Arden, Del.

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Freeman, Samuel, Philadelphia, Pa.
 Freeman, Mrs. S., Philadelphia, Pa.
 Fritz, Miss Edna, Arden, Del.
 Fritz, Mrs. Mary E., Arden, Del.
 Garvin, Miss Florence, Arden, Del.
 Geiger, Felix A., 2231 N. Van Pelt St., Philadelphia, Pa.
 Geiger, Paul F., 2231 N. Van Pelt St., Philadelphia, Pa.
 Gillette, Edward C., 3343 17th St., N. W., Washington, D. C.
 Gillette, Mrs. E. C., 3343 17th St., N. W., Washington, D. C.
 Gordon, Mrs. Ethel, Grubbs P. O., Del.
 Gordon, John D., Grubbs P. O., Del.
 Gray, Mrs. Elizabeth, Arden, Del.
 Gray, Marvin, Arden, Del.
 Hahn, Wm. A. J., 1336 N. 28th St., Philadelphia, Pa.
 Hallett, Mrs. G. A., Arden, Del.
 Hallett, George H., Arden, Del.
 Hallett, George H., Jr., Arden, Del.
 Hambly, Mrs. Ida, Grubbs P. O., Del.
 Hambly, Miss K. E., Grubbs P. O., Del.
 Hambly, Warren H., Grubbs P. O., Del.
 Harding, Mrs. Helen, 5841 Walton Ave., Philadelphia, Pa.
 Harrison, Mrs. H., Grubbs P. O., Del.
 Harrison, Frank, Grubbs P. O., Del.
 Harrison, Mrs. F., Grubbs P. O., Del.
 Harrison, Harry, Grubbs P. O., Del.
 Harrison, Miss H., 2130 Nedro St., Philadelphia, Pa.
 Hetzel, Henry W., Arden, Del.
 Hetzel, Mrs. H. W., Arden, Del.
 Hoeffler, M. Harry, Arden, Del.
 Hoeffler, Mrs. Mary A., Arden, Del.
 Hoeffler, Miss M., Arden, Del.
 Huenerfauth, Fred, 2932 W. Master St., Philadelphia, Pa.
 Hurlong, Herman P., 1240 S. Broad St., Philadelphia, Pa.
 Hurlong, Mrs. Lena, 1240 S. Broad St., Philadelphia, Pa.
 James, Mrs. Blanche L., 255 S. Camac St., Philadelphia, Pa.
 Jones, Howard, 5911 Greene St., Philadelphia, Pa.
 Jones, Mrs. H., 5911 Greene St., Philadelphia, Pa.
 Kiehel, Miss Annora C., Arden, Del.
 Kiehel, Stephen R., Arden, Del.
 Kumme, Julius G., 2915 Poplar St., Philadelphia, Pa.
 Kumme, Mrs. J. G., 2915 Poplar St., Philadelphia, Pa.
 Kyle, Jay M., Arden, Del.
 Kyle, Mrs. M. B., Arden, Del.
 Lanciano, Mrs. Cathryn, Arden, Del.
 Lanciano, Claude O., Arden, Del.
 Laws, Mrs. Hazel K., 56th and Locust Sts., Philadelphia, Pa.
 Laws, Thos. D., 56th and Locust Sts., Philadelphia, Pa.
 Lee, Mary Spencer, Arden, Del.
 Levy, Mrs. Phoebe B., Arden, Del.
 Levy, Sylvan N., Arden, Del.
 Lincoln, August, 1600 Chestnut St., Philadelphia, Pa.
 Lincoln, Frank, 1600 Chestnut St., Philadelphia, Pa.

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Lincoln, Mrs. Reba, 1600 Chestnut St., Philadelphia, Pa.
 McAveney, Caroline I., Arden, Del.
 McAveney, John F. Jr., Arden, Del.
 McAveney, John F., 3rd, Arden, Del.
 McElroy, Mrs. Alice, Philadelphia, Pa.
 McKay, Harry, 1514 Blavis St., Philadelphia, Pa.
 McKay, Mrs. Winifred, 1514 Blavis St., Philadelphia, Pa.
 McKinsty, Robert, 4811 Greene St., Philadelphia, Pa.
 McKinsty, Mrs. R., 4811 Greene St., Philadelphia, Pa.
 Marke, Miss Angela, 3533 N. 16th St., Philadelphia, Pa.
 Meyer, Frank A., 2933 Master St., Philadelphia, Pa.
 Moore, Edward E., Manatee, Fla., or Arden, Del.
 Morley, Geo. C., Grubbs P. O., Del.
 Morley, Mrs. Maude L., Grubbs P. O., Del.
 Morris, Harry, 5628 Pemberton Ave., N. Norwood, Cincinnati, Ohio.
 Morris, Mrs. Jennie, Arden, Del.
 Nearing, Guy, Grubbs P. O., Del.
 Nearing, Mrs. M., Grubbs P. O., Del.
 Newcombe, George, Arden, Del. Tel. 126-R-4 Hollyoak.
 Newcombe, Mrs. Minnie, Arden, Del.
 Newcombe, Miss Vera, Arden, Del.
 Nusser, Mrs. Elizabeth, Arden, Del.
 Page, Harry P., 328 S. Camac St., Philadelphia, Pa.
 Paxton, Edward T., Arden, Del. Tel. 141-J-1 Hollyoak.
 Paxton, Mrs. Evelyn B., Arden, Del.
 Pettit, Charles W., Philadelphia, Pa.
 Pettit, Mrs. C. L., Philadelphia, Pa.
 Pierce, Miss Irene, Arden, Del.
 Pierce, Miss Vera G., Arden, Del.
 Potter, Mrs. Cora L., Arden, Del.
 Potter, Edwin S., Arden, Del.
 Pressman, Harry, Philadelphia, Pa.
 Pressman, Mrs. Fannie, Philadelphia, Pa.
 Pyle, Robert E., Arden, Del.
 Pyle, Mrs. R. E., Arden, Del. Tel. 127-R-4 Hollyoak.
 Ramsey, Mrs. Elsie, Arden, Del.
 Ramsey, Russell, Arden, Del. Tel. 141-J-3 Hollyoak.
 Rautenberg, Ervin, Arden, Del.
 Rautenberg, Mrs. Hadassah, Arden, Del.
 Rautenberg, Mrs. Luise, Arden, Del.
 Rautenberg, Robert, Arden, Del.
 Remington, Frederick, Arden, Del.
 Remington, Mrs. Marian J., Arden, Del.
 Rhoads, Miss Maude, Arden, Del.
 Roberts, Mrs. Louise, Arden, Del.
 Roberts, Wm. A., Arden, Del.
 Rosensweet, Mrs. Haya, Arden, Del.
 Rosensweet, Nahman, Arden, Del. Tel. 144-R Hollyoak.
 Ross, E. S., Arden, Del.
 Ross, Mrs. Katherine, Arden, Del.
 Schwartz, Mrs. Helen Ware, Arden, Del.
 Schweitzer, Wm. H., 2911 Thompson St., Philadelphia, Pa.

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Schwoebel, Louis H., Jr., 6346 Ross St., Gtn., Philadelphia, Pa.
 Shaw, Mrs. Annie B., Grubbs P. O., Del.
 Shaw, Wm. F., Grubbs P. O., Del.
 Sisley, Miss Beatrice S., Grubbs P. O., Del.
 Stephens, Donald, Arden, Del. Tel. 126-J-3 Hollyoak.
 Stephens, Mrs. Eleanor, Arden, Del.
 Stephens, Frank, Arden, Del. Tel. 126-J-4 Hollyoak.
 Stephens, Mrs. Ingeborg, Arden, Del.
 Steuer, Mrs. Anna, Arden, Del.
 Steuer, Oscar, Arden, Del.
 Taplinger, Matthew, Commonwealth Bldg., Philadelphia, Pa.
 Taplinger, Mrs. Eva, 5914 Walnut St., Philadelphia, Pa.
 Tevis, Mrs. A. B., Grubbs P. O., Del.
 Thaddeus, Victor, Arden, Del.
 Vattilano, Andrew, Arden, Del.
 Virdin, Mrs. Irene H., 132 N. 49th St., Philadelphia, Pa.
 Virdin, Wallace, 132 N. 49th St., Philadelphia, Pa.
 Ware, Mrs. Edith Von W., Arden, Del.
 Ware, Hamilton D., Arden, Del.
 Ware, Lucien B., Arden, Del.
 Watson, A. S., Arden, Del. Tel. 126-R-1 Hollyoak.
 Watson, Mrs. Lillian, Arden, Del.
 Weiss, Mrs. Rose M., Philadelphia, Pa.
 Weiss, Simon, Philadelphia, Pa.
 Weiss, Walter, Arden, Del.
 Whitehead, Mrs. Amelia K., Arden, Del.
 Whitehead, George L., Arden, Del.
 Whiteside, Fred W., Arden, Del.
 Whiteside, R. Burton, Philadelphia, Pa.
 Whiteside, Robert J. M., 4622 Baltimore Ave., Philadelphia, Pa.
 Wood, Miss Amy, Arden, Del. Tel. 141-R-1 Hollyoak.
 Wood, Mrs. Annie C., Wilmington, Del.
 Wood, Mrs. Marguerite S., Arden, Del.
 Wood, R. William, Arden, Del.
 Wood, Winthrop B., Wilmington, Del.
 Woolery, Edwin L., Arden, Del.
 Woolery, Mrs. Marguerite, Arden, Del.
 Woolery, Robert P., Arden, Del. Tel. 126-R-3 Hollyoak.
 Worthington, Mrs. Gertrude, Arden, Del.
 Worthington, Mrs. Jean G., Arden, Del.
 Worthington, William P., Arden, Del.
 Worthington, William, Jr., Arden, Del. Tel. 141-J-2 Hollyoak.
 Young, Mrs. Jeanne H., Grubbs P. O., Del.
 Young, Wm. A., Grubbs P. O., Del.

ARDEN

TRUSTEES OF ARDEN

FINANCIAL REPORT, MARCH 26, 1922, TO MARCH 25, 1923

Receipts

		(For Comparison)	
		1922-23	1921-22
Cash Balance on Hand, March 25.....		\$ 328.50	\$ 268.40
Potential Revenue: Total Rent List.....	\$6,341.58		
Less Prepayments in 1921-22.....	656.84		
Net Assessment Payable.....		\$5,684.74	\$3,577.95
Additional Cash Collected:			
Interest charged against delinquencies.....		77.53	19.22
Charges to cover clerical and collection expenses.....		77.52	57.65
Interest on loans to Arden B. & L. Association and Arden Water Co.....		38.75	53.40
Interest on bank balances.....		8.31	10.67
Cash overpaid (Lots 11, 24, 72, 104, in 1922-23)		3.82	27.21
Cash advances, paid prior to January 1, 1922, less discount.....			572.03
Total.....		\$6,219.17	\$4,586.53
Less Rentals and Interest unpaid, as at March 25		156.19	
Total to be accounted for.....		\$6,062.98	

ACCOUNTS RECEIVABLE, AS OF MARCH 25, 1923

A. Farmer, Arden Water Co., et als, account re-survey Lots 101, 103, etc.....	\$ 16.06
F. Downs Estate.....	.47
E. Ebersson.....	8.43
G. Flower, Jr.....	.42
Ida E. Hambly.....	2.76
Haya Rosensweet.....	119.30
Arden Water Co., loan interest.....	8.75
	\$156.19

APPROPRIATIONS AND EXPENDITURES

	(For Comparison)	
	1922-23	1921-22
Townsmen.....	\$2,850.00	\$1,200.00
Fels mortgage payment.....	400.00	400.00
State and county taxes.....	1,977.79	2,151.84
Licenses paid.....	77.47	108.50
Clerical services, accounting, rent list, etc.....	256.50	150.00
Printing.....	59.91	140.85
Hanby rent, lease at swimming pool.....	50.00	50.00
Filing cases.....	8.50	
Folders, filing guides, etc.....	7.56	
Typewriting, postage, etc.....	23.62	
(Maps and blueprints of Arden).....		56.84
Total.....	\$5,711.35	\$4,258.03
Cash balance on hand at end of period.....	351.63	328.50
	\$6,062.98	\$4,586.53

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ANALYSIS OF CASH BALANCE, AS OF MARCH 25, 1923

Bank statement as of March 24, 1923, shows balance of.....	\$154.58	
From which must be deducted check 97, outstanding.....	24.97	
Net bank balance.....		\$129.61
Collections prior to 3-25-23, deposited after 3-24-23:		
E. Rautenberg.....	\$15.00	
Sarah Strain.....	36.41	
Miscellaneous interest balances.....	3.51	
		\$ 54.92
Jennie Jacobson.....	35.38	
M. W. Gray.....	28.56	
N. Roberts.....	87.98	
E. Rautenberg.....	15.18	
		167.10
		\$351.63

TAHANTO

The first application of the Single Tax in Massachusetts was made on June 9, 1909, when two lots of land in Harvard were leased by the owner to Ellen Mongovin for the economic rent. Harvard is a country town of picturesque hills and valleys, adjoining the railroad centre of Ayer, and embracing within its limits the greater part of Camp Devens. It is about 32 miles west of Boston, with which a state road connects it, and about 25 miles northeast of Worcester. To the two lots originally leased others were added, until, in less than three years (April 15, 1912), 166 acres were under Single Tax, occupied by eight tenants who paid a total rent of \$575. At that time the title to the land passed to Lewis Jerome Johnson, William L. Price, and Fiske Warren, as Trustees of the enclave of Tahanto.

The acreage of the enclave has expanded until at the present time (1924) 647 acres are included. About four-fifths of the lessees use Tahanto only for residence, usually in the summer, while the others make their living on the premises. Six of the houses are supplied with electricity and water by an electric light plant and water-works, all privately owned.

Tahanto lies on the shore of a lake covering 500 acres, and has an altitude varying from 320 to 600 feet; an isolated section adjoins Shakerton. The higher elevations afford wide and attractive views. The lake furnishes opportunity for boating and canoeing, fishing, bathing, and, in the winter, for skating. An island with an area of one and a half acres, on which are six cottages, belongs to the enclave. In 1918, over 200 acres of the enclave became part of a state reservation under authorization of the Massachusetts Commissioners on Fisheries and Game. The products of Tahanto are boxes, lumber, and notably apples, Harvard having the reputation of being one of the two or three best apple towns in the state.

As the deed of trust provides that the community cannot be organized until ten lessees have signed the constitution, organization was not effected until September 22, 1917, entire responsibility having previously resided in the Trustees.

A unique feature of Tahanto is its rent-charges, a policy adopted to facilitate the purchase of additional land. A rent-charge is an obligation resting on the total rent of the enclave, bearing interest at about 7.1 per cent, and running for 99 years. The security afforded the purchaser is essentially that of the owner of an ordinary mortgage. When an individual holds rent-charges yielding annually \$100 or more, decennial payments are made, that is, the payments come ten times a year

TAHANTO

at certain specified dates. If the income is less than \$100, payments are made on one or more of these dates. A peculiarity of a rent-charge is that the income therefrom, while never less than \$10, may be added to, owing to a provision by which the fixed payments shall be increased by such amount as shall represent the decrease of the average purchasing power of money in a given year, the fact and amount of such decrease being in the determination of the Trustees. Under this provision the last distribution of additional payments increased the fixed payments on rent-charges of the year 1921 by one per cent; of the year 1916 by 19 per cent; of the year 1915 by 43 per cent; and of the years 1914 and 1913 by 49 per cent.

These securities have been running since 1912, and have not missed a single payment. They are based on site value alone, and are further protected by the deed of trust which limits the amount of issue to a constantly decreasing percentage of the site value. An additional advantage of rent-charges is that under the law of Massachusetts they are exempt from the exactions of the state income tax, as they represent rent from land. This system of rent-charges explains the rapid growth of the area of the enclave.

During the year ending March 31, 1923, the Trustees sold rent-charges, the fixed payments on which amounted to \$250.00, at the price of \$140.65, yielding 7.1 per cent. In addition a \$50 rent-charge changed ownership at the same price.

The rent-charges outstanding March 31, 1923, amounted to \$1,880.00, the present worth of which, reckoned at six per cent, was \$31,052.00. The capitalized rent for the year in question was \$116,933.00. Applying the rule stated in the Declaration of Trust, Article Third (4) (A) (page 120), the borrowing power was \$128,490.00. The total annual obligations of the Trustees on the above date under annuities, together with loan, reckoned at six per cent, had a present worth of \$45,773.00, which is 36 per cent of \$128,490.00.

The town of Harvard in its tax levy includes the amounts assessed against it by the state and county. The Trustees of Tahanto make direct payment of taxes on real estate, and refund all other taxes levied by the town. In the case of eight lessees the taxes on improvements and penalty exceed the rent. Beginning in 1917, and each year thereafter, a refund of part of the income taxes, both state and national, has been made. The refunding of income taxes has been objected to on the ground that, the money being paid out of a fund to which poor men having no taxable income contribute by reason of the rent they pay for their land, it is not just, as not being in proportion to their resources. But the principle of paying in proportion to ability to pay is the basis of

TAHANTO

the old system which Single Tax is intended to supersede. To quote from one of the Trustees of Tahanto:

"The doctrine which we follow in refunding income taxes is that, until more is needed than the economic rent, all taxes are unjust. Economic rent we consider to be no tax at all, but simply public money in private hands representing site-value, the common property made by, and belonging to, society at large. In the same sense as money lies in a bank, this value lies in the hands of landlords, from whom to take it is no more a tax than it is a tax on a bank when a cheque is drawn against it. Before the war, and probably still, some German towns paid all their expenses out of the profits from the forests which they publicly owned. Thus the inhabitants were untaxed, and we hold that economic rent is of the same order, and that it belongs, not to the person paying it, but to the government, just as these forests did not belong to the inhabitants of the towns, considered privately, but to the public authority considered representatively. If that is so, then it follows inevitably that we ought to do what is feasible towards paying the income tax. We are engaged (1) in taking from private hands the public money there lodged, viz., economic rent; (2) in relieving all persons in the enclave of taxation so far as possible.

"The argument for refunding the income tax is indeed simple. How can we ever substantially realize our aspiration of substituting a single tax for a multiplicity of taxes, unless we deal, among other taxes, with income taxes, which in 1920 constituted about 15 per cent of the taxes paid on the average by a citizen of Massachusetts. And, if we refund income taxes, how can we avoid, in making the refund, selecting as beneficiaries those who are members and reside in the enclave? The lightening of the income tax falls unequally. In order to restore the taxless condition we need to refund with the same inequality."

By vote of the community, land under forests may be exempt from rent payment until the wood is cut, a provision which makes forestry practicable for the man of ordinary means. The Rochdale Society of Tahanto was organized November 17, 1915, which, although its volume of business has been limited, has yet shown a constant profit. In 1919, it declared a dividend of 4 per cent on purchases, and in 1920 one of 5 per cent. Its capital on November 1, 1923, was \$640.26. The Constitution, By-Laws, etc., of the Society are practically the same as those of the Rochdale Society of Halidon. (See pages 159-162.)

The growth of Tahanto is shown by the following table:

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Year ¹	Acres	Hectares	Gross Rent	
			Actual	Basis of 1913 ²
1909	1	0.4	\$ 10	\$ 11
1910	5	5	66	69
1911	15	6	152	152
1912	15	6	180	191
1913	166	67	633	627
1914	490	198	753	753
1915	514	208	1,439	1,468
1916	514	208	2,512	2,487
1917	515	208	3,786	2,981
1918	517	208	2,665	1,506
1919	517	208	4,775	2,461
1920	546	221	4,819	2,339
1921	609	246	6,110	2,704
1922	647 ³	262	6,753	4,594
1923	647	262	7,016	4,709

The Trustees are R. F. Alfred Hoernlé, M. Phillips Mason, and Fiske Warren; the Clerk is Lillian E. Taylor; the Treasurer is Charles W. Huntington; the Councilors are Roland B. Dixon, chairman, Alexander D. MacLennan, and Wilfred Parkinson.

With Tahanto are associated the names of Wallace W. Atwood, Ph.D., president of Clark University; Roland B. Dixon, Ph.D., professor of anthropology, Harvard University; M. Phillips Mason, Ph.D., professor of philosophy in Bowdoin College; R. F. Alfred Hoernlé, S.B., professor of philosophy in the University of the Witwatersrand, Johannesburg, South Africa; Samuel Kirkland Lothrop, Ph.D. (Harvard), anthropologist; Charles Peabody, archeologist, Curator of European Archeology, Peabody Museum, Harvard University; Philip E. Coyle, lawyer; G. O. Warren, author of two volumes of poems, *Trackless Regions* and *The Sword*; William Stone Booth, author of *Some Acrostic Signatures of Francis Bacon* and other books.

The Sheep Island Associates, legally organized April 21, 1921, leases and controls for community purposes the land on Sheep Island not leased to individuals.

The drawing of the legal documents for Tahanto, Halidon, Sant Jordi, and Shakerton was done by William H. Dunbar, Esq., of Dunbar, Nutter & McClennen, Boston, to whom acknowledgment is also due for other invaluable services.

See Appendix II for ratio of rent roll to valuation of real estate and taxes.

¹ Fiscal year ends March 31.

² See Appendix I.

³ 17.24 acres unlet.

TAHANTO

DECLARATION OF TRUST

WHEREAS, by Declaration of Trust dated April 15, A.D. 1912, and recorded with Worcester District, Massachusetts, Deeds, Book 1992, Page 245, Lewis Jerome Johnson of Cambridge, Massachusetts, William L. Price of Moylan, Pennsylvania, and Fiske Warren of Harvard, Massachusetts, declared certain trusts as to land referred to; and

WHEREAS, said Declaration of Trust by article seventh thereof reserved to the trustees powers by instrument in writing executed by them and approved in writing by a majority of the members of the Community of Tahanto in said Declaration of Trust referred to, to amend said Declaration of Trust, and

WHEREAS the said Johnson resigned as trustee by instrument in writing dated March 10, 1914, recorded in said Worcester Registry of Deeds, Book 2052, Page 546, and Mortimer Phillips Mason of said Harvard, was appointed in his place by instrument in writing dated April 17, 1915, recorded in said Worcester Registry of Deeds, Book 2077, Page 268; and

WHEREAS the said Price died October 14, 1916, and R. F. Alfred Hoernlé of Oxford, England, by instrument in writing dated June 12, 1917, recorded with said Worcester Registry of Deeds, Book 2134, Page 97, was appointed in his place;

NOW THEREFORE, we, the said R. F. Alfred Hoernlé, Mortimer Phillips Mason, and Fiske Warren, by virtue and in execution of the powers conferred upon us, do hereby amend said Declaration of Trust so that the same shall read as follows:

DECLARATION OF TRUST

*Recorded with Worcester District Registry of Deeds
Book 1992, Page 245*

WHEREAS certain real estate in the town of Harvard, Massachusetts, has by deed of even date herewith been conveyed by Austin T. Wright, of Cambridge, Massachusetts, to Lewis Jerome Johnson, of Cambridge, Massachusetts, William L. Price, of Moylan, Pennsylvania, and Fiske Warren, of Harvard, Massachusetts, as joint tenants and not as tenants in common; and

WHEREAS, said Johnson, Price, and Warren, hereinafter called the Trustees, have accepted said conveyance on the trusts hereinafter set forth;

NOW THEREFORE we, the said Trustees, do hereby declare that we hold and stand seized of said real estate, and covenant with said Austin T. Wright, and all persons who may become interested hereunder, that we will hold and stand seized thereof and of all other real estate or personal property that may hereafter be conveyed to us as such Trustees for the following purposes and upon the following trusts, to wit:

FIRST: *Name of Trust.* The Trustees under this instrument shall be known as the Trustees of Tahanto.

SECOND: *Use of Property, Leases.* The Trustees shall from time to time set apart for public use by the members of the community hereinafter referred to such portions of the trust property not at the time leased as the community shall by action duly taken in accordance with its organization from time to time determine, and from time to time withdraw from such public use any of such property in accordance with directions given in like manner by the community; the Trustees shall from time to time grant leases for ninety-nine (99) years or shorter terms of such portions of said land not at the time reserved for public use as they think fit, and the community hereinafter referred to, if in existence, approves, to such persons, including corporations, as may apply therefor and may be approved by said com-

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munity, or, if there is at the time no organized community, by the Trustees. Such leases shall:

(1) *Rental, Arbitration as to Amount.* Provide for an annual rental equal to the full economic rent of the land leased, such rental to be determined from year to year by the Trustees until there is an organized community as hereinafter provided for, and, whenever there is such an organized community, by it, in such manner as its organization may provide; any leaseholder aggrieved by the action of the Trustees or of the community fixing the rent to be paid by him in any year, may require an arbitration to fix the amount of the rental; the Trustees may, if they deem the rent to be paid by any leaseholder in any year as fixed by the community too low, require an arbitration between themselves and such leaseholder to fix the amount of the rental, or, if they deem the rent too high, may require an arbitration between themselves and the community to fix the amount of the rental; every arbitration shall be in the manner provided in this deed of trust, and the decision of the arbitrators fixing the rent shall be final;

(2) *Improvements.* Provide that all improvements made upon the leased land shall be the property of the Lessee, and may be removed from the land by the Lessee or by any purchaser thereof from the Lessee at any time before the termination of the lease, if the rent is not then in arrears, and if sold to a new tenant of the same land before right of removal terminates may be held by the latter with the same right of removal as if made by him;

(3) *Taxes.* Provide that the Trustees will from the income received from all land from time to time held by them, to the extent of such income, pay all taxes and assessments that may be lawfully assessed upon all the land from time to time so held by them and upon all improvements thereon, whether assessed as real estate or personal property, and all interest upon any mortgage or other incumbrance covering such land or any of it;

(4) *Proceedings for Abatement of Taxes.* Provide that the Trustees may in their discretion, in the name and behalf of any Lessee, apply for and prosecute any proceedings for an abatement of any tax or assessment assessed to such Lessee which under the terms of the lease would be payable by the Trustees;

(5) *Taking for Public Use.* Provide that all or any part of the property leased to any person by the Trustees may at any time by action of the community, when there is an organized community, or in such manner as its form of organization may provide, be taken for any public use for the community; in case of any such taking the community shall award damages for such taking if the Lessee has suffered any damage thereby; in case the Lessee is dissatisfied with the sum awarded, the damages to be paid shall be determined by arbitration;

(6) *Termination.* Provide that the lease may be terminated for violation of such reasonable ordinances as the community may from time to time enact and declare to be a cause for termination, and as the Trustees approve;

(7) *Adherence to Community.* Provide that every leaseholder by acceptance of a lease becomes a member of the community, if there is an organized community, and accepts its constitution and ordinances.

The leases shall be substantially in the form hereto annexed, except so far as the Trustees may from time to time, with the approval of said community, change the provisions thereof other than those enumerated above. The Trustees, with the approval of the community, may with consent of the individual Lessee change such excepted provisions as to any particular lease.

THIRD: The Trustees shall have the following powers and obligations:

(1) *Use of Income.* They shall apply the income received by them from all the land from time to time held by them in trust to the following purposes, in the

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following order, payments in each class to be made in full or ratably if they cannot be made in full:

(A) *Taxes.* They shall pay all taxes and assessments that may be lawfully assessed upon all the land from time to time so held by them and upon all improvements thereon, whether assessed as real estate or personal property, and all interest upon any mortgage or other incumbrance covering such land or any of it.

(B) They shall pay all the reasonable and proper expenses, other than those herein specifically enumerated, of administering their trust, but not including any compensation for their own services.

(C) *Payment to Fiske Warren.* They shall pay annually to Fiske Warren or his executors, administrators or assigns, a sum not less than eighty-three and 82/100 (83.82) dollars until the total sum of eight thousand and three hundred and seventy-six and 42/100 (8376.42) dollars shall, together with interest on the unpaid balance each year at the rate of three and one-third ($3\frac{1}{3}$) per cent, per annum, have been so paid, and shall pay in like manner to said Fiske Warren as to land acquired from him after April 15, 1912, and to any other person from whom land may hereafter be acquired such sum by installments, including interest on the unpaid balance as agreed upon, as may at the time of such acquisition be fixed. If at any time any land adjoining the trust property comes under a Single Tax system, and the community is of opinion that the payment first above provided to said Fiske Warren puts the community at a disadvantage as compared with occupants of such adjoining land, the community may require an arbitration between it and said Fiske Warren, his legal representatives or assigns, to determine whether or not there is such a disadvantage, and if so whether such payment shall be discontinued or be reduced, and if reduced by what amount.

(D) They shall pay such other sums as may from time to time, by action of the Trustees, be charged by agreement or otherwise on the annual rental.

(E) They shall pay any indebtedness incurred in connection with acquiring new land or for money borrowed for the purposes of the trust as may become due, and not be paid from other sources or be provided for by extension, loan or otherwise.

(F) They may reserve each year, by action of a majority of the Trustees, such sum, if any, not exceeding in any year ten per cent of the gross income for such year as such majority may determine to be set apart, as a contingent fund and used at such time thereafter as such majority think proper for any purpose authorized by the trust, including acquisition of additional land and property thereon.

(G) They shall pay all taxes and assessments on tangible personal property situated on the trust real estate belonging to members of the community, or to persons who if fifteen (15) years of age would be members of the community, other than improvements.

(H) They shall pay all poll taxes assessed for that year upon members of the community.

(I) They shall distribute at such time in such year as they think fit such amount, if any, as they think fit, but not exceeding a sum bearing the same proportion to the tax assessed by law the preceding year on the real estate held in trust, exclusive of all buildings thereon, that the aggregate tax in Massachusetts for the preceding year on personal property and on income bears to the aggregate tax in Massachusetts for the preceding year on real estate, exclusive of all buildings thereon, equally per capita except as hereinafter provided, among all persons who in the preceding year were Lessees or members of the community and paid a tax under the laws of Massachusetts as residing on the trust estate upon personal property other than tangible property of the kind above specified, or on income, provided as to each person that

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such payment shall be made only on written demand made therefor between July 1 and December 31, of the year preceeding the year in which such payment is to be made. Such distribution shall be made in equal shares per capita, except that no person shall receive a sum in excess of the taxes, or such fractional part thereof as the Trustees may fix, so paid by such person in such preceeding year on such personal property and income; any such excess of an equal share shall be divided equally among the other shares subject to the same limitation. The Trustees shall also distribute such amount, if any, as they think fit, not exceeding a sum bearing the same proportion to the tax assessed by law the preceeding year on the real estate of the trust, exclusive of all buildings thereon, that the aggregate United States income tax collected in Massachusetts in such preceeding year bears to the aggregate tax in Massachusetts for such preceeding year on real estate, exclusive of all buildings thereon; such last named distribution shall be only to persons who in such preceeding year were Lessees or members of the community or paid an income tax to the United States as residing on the trust estate; such distribution shall be made only on like written notice and in the same manner above provided, except that no person shall receive a sum in excess of the income tax or such part thereof as the Trustees may fix so paid by such person in such preceeding year.

(2) *Public Purposes.* After making the foregoing payments, the Trustees shall pay over any surplus remaining to the community hereinafter referred to for application to uses public in the sense that they cannot be left to individuals without giving one an advantage over others, and including hiring any real estate for public use and including the acquisition of additional real estate, together with whatever personal property may reasonably be purchased as a part of the transaction, to be held by the Trustees, who shall within a reasonable period sell any improvements that may be on the land so acquired, except so far as such improvements are retained for public use of the community. In case and whenever there is no organized community to which such income can be paid over, the Trustees shall themselves apply such surplus net income to such public uses for the common benefit of the Lessees, or in their discretion may pay the same to the town of Harvard.

(3) *Powers as to Acquiring Additional Land.* The Trustees shall have power to acquire additional real estate on such terms as in their discretion they think fit, including power to purchase wholly or in part on credit, to take the same subject to a mortgage, or themselves to borrow money on the credit of such real estate and to mortgage the same as security, or subject to the provisions as to application of income above set forth to charge the rental received from such additional land, or from all or any part of the land held by them including such additional land, with a payment to meet the interest on any unpaid purchase money and to pay off the purchase price, or any indebtedness therefor or for money borrowed to acquire such land, but they shall have no authority to create any legal liability on the part of the community to pay for any such land, or to create any legal obligation by which the rental of any land can be reached and applied, except by their voluntary act in charging the same as above provided, to satisfy any claim for unpaid purchase money. The Trustees with the approval of the community shall have power to suspend for such time as they think fit and the community approves the rent payable under any lease; the rent so suspended shall constitute a first lien on the improvements (including any growing timber) on such land, and shall be payable with interest at the expiration of the term of suspension or upon the earlier termination of the lease; such lien may be enforced by seizure of such improvements and sale thereof, or in any way authorized by law. The Trustees may pledge any suspended rent as security for money borrowed by them. The Trustees may, with the approval of the community, at any time sell any of the trust property not then under lease and

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convey the same to the purchaser free from any trust; the proceeds of any property so sold may be applied to any purpose to which surplus income is applicable, and no purchaser from the Trustees shall be responsible for the application of the purchase money.

(4) The powers of the Trustees as to borrowing shall include the power:

(A) To borrow money from time to time to an amount equal in the aggregate with all loans at the time outstanding to the value as determined by the Trustees of all the land owned by them, exclusive of improvements thereon, less a deduction of one (1) per cent of the value of each parcel for each year from the date of its acquisition to the date of such borrowing, to make every such loan on such terms as they think fit, and issue therefor such evidences of indebtedness as they elect, including, without restricting the generality of the foregoing words, bonds, notes and certificates of indebtedness; for the purposes of this provision the value of land shall be determined by multiplying the gross rent received during the preceding year by one hundred and dividing it by six or other figure representing the then legal rate of interest in Massachusetts; such right to borrow money shall include a right to borrow on the terms of paying a fixed sum yearly or oftener for a term of years of the life or lives of any person or persons, or other period, by way of interest and amortization;

(B) To secure any loan by mortgage of all or any part or parts of the land owned by the Trustees in such form and on such terms as they think proper, including power to make an open mortgage which shall provide for securing other indebtedness that may be subsequently contracted or other evidence of indebtedness subsequently issued, and including power to provide or not, as they think fit, as to any or all land so mortgaged so far as may be consistent with any lease or leases of any particular parcels thereof then in force or thereafter to be given that the mortgage shall or shall not, as the case may be, give any title to improvements then existing, or that may thereafter be put upon such land or any parcel or parcels thereof;

(C) To extend any mortgage now or hereafter in force covering any of the trust property;

(D) In their discretion to insert in any lease hereafter given a provision, and to agree with any existing or future Lessee upon modifying such lease by including therein a provision, authorizing the Trustees to mortgage the land covered by such lease alone or with other land in the manner and upon the terms above specified;

(E) To relieve any person lending money to them from all obligation to see to the application of the money loaned or to determine any fact authorizing the action of the Trustees and by them alleged to exist.

(5) No person paying money as rent or otherwise to the Trustees shall be bound to see to the application thereof and no person in good faith receiving money from the Trustees shall be bound to inquire whether the payment is made in accordance with the terms of this trust.

FOURTH: *The Community.* The community herein referred to shall consist of all the persons not less than fifteen (15) years of age for the time being holding leases from the Trustees, the wife or husband of a leaseholder, and of such other persons not less than fifteen (15) years of age residing on the trust estate, as may by the form of organization adopted by such leaseholders be associated with them. Such organization shall exist whenever not less than ten (10) leaseholders have so organized, and shall continue as long as such organization is maintained and not less than ten (10) leaseholders remain members.

FIFTH: *Resignations, Vacancy, New Trustees.* Any Trustee under this instrument may resign his trust by instrument in writing delivered to his co-trustees or co-trustee and recorded in Worcester County, Massachusetts, Registry of Deeds.

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Whenever a vacancy from any cause exists in the number of Trustees, the surviving or remaining Trustees shall by instrument in writing recorded in said Registry of Deeds appoint a new Trustee or Trustees, who shall upon confirmation by said community by a vote of a majority of such members as are present and vote at a meeting called for the purpose in such manner as the form of community organization may provide, or without confirmation if no organized community is in existence, forthwith and without the necessity of any conveyance become vested jointly with such surviving or remaining Trustees or Trustee with the same rights, powers, titles and estate as if originally appointed a Trustee hereunder. Pending the appointment of a new Trustee, the surviving or remaining Trustees or Trustee may exercise all the powers of the Trustees hereunder.

SIXTH: *Action by Trustees, Delegation of Powers.* Except as otherwise herein expressly provided, all action by the Trustees must be the unanimous act of all the Trustees for the time being, but any Trustee may delegate to another Trustee such part of his powers for such time as he thinks proper by instrument in writing, and the Board of Trustees may in like manner delegate to any one of their number such part of the powers of the Board for such time as they think proper; any such delegation by a Trustee or by the Board may at any time be revoked by him or by the Board. Any Trustee may so delegate his power to act in respect to any matter, in which he has a personal interest, and may then deal with the Trustees free from any fiduciary obligation as to such matter.

SEVENTH: *Amendments and Termination.* This Declaration of Trust may be amended or terminated at any time by instrument in writing executed by a majority of the Trustees for the time being and approved in writing by a majority of the members for the time being of the Community of Tahanto, but no such amendment shall impair any of the rights of a Lessee from the Trustees under his lease, or shall provide for any other distribution or disposition of the trust property free from the trust that is herein provided for.

EIGHTH: *Duration of Trust.* Unless sooner terminated as hereinbefore provided, this trust shall continue until the expiration of twenty-one (21) years after the death of whichever of the following named persons dies last, to wit: said Lewis Jerome Johnson, said William L. Price, and said Fiske Warren; Jerome Allen Johnson and Chandler Willard Johnson, the last two being children of said Lewis Jerome Johnson; Margaret Lightfoot Price, William Webb Price, Ruth Kirk Price, and Catherine Price, the last four being children of said William L. Price; and Rachel Warren, Marjorie Warren, and Hamilton Warren, being children of said Fiske Warren.

NINTH: *Final Disposition of Property.* Upon the expiration or prior termination of this trust the Trustees shall convey all the trust property then in their hands, subject to any leases then outstanding, absolutely and free from any trust, to such person or persons or body corporate as a majority of the Trustees for the time being and a majority of the members for the time being of the community shall in writing determine, or, upon failure to agree, or, if for any reason there is no longer any community, then to the town of Harvard. Such conveyance shall be upon the terms that all leases at the time outstanding shall remain in force; the Lessees shall be bound to pay as rental such amount as may be agreed upon by them and the Grantee of the reversion as the fair equivalent from time to time of the economic rent less any taxes and assessments required to be paid by the Lessee, which by the terms of the lease should be paid by the Lessor; in case the Grantee and Lessee cannot agree upon such equivalent it shall be determined by arbitration. If at the time of conveyance the payments to be made to said Fiske Warren, or to any other person for land acquired, have not terminated, the Grantee shall continue bound to make such payments to the same extent to which the Trustees would have been bound to make payments.

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TENTH: *Arbitration.* Wherever a reference to arbitration is provided for in this instrument, such reference shall be to three disinterested persons, each party interested choosing one out of three persons named by the other, and the third being selected by the two so chosen; the award in writing of a majority of the referees shall be conclusive and final upon the parties.

ELEVENTH: *Authentication of Facts.* A certificate signed and sworn to by a majority of the Trustees for the time being and recorded in said Worcester Registry of Deeds, stating that certain persons constitute all or a majority of the members of said community, or reciting the existence of any fact the existence of which is required to authorize any action taken by the Trustees, shall, as to third persons acting in reliance thereon, be conclusive evidence of such statement therein contained or of the existence of such fact.

TWELFTH: *Approval of Community.* Whenever the approval of the community is required for any act, such approval may be given by majority vote of members present and voting at a general or special meeting. If and whenever there is no organized community in existence, the Trustees may exercise alone any power which by this instrument may be exercised by them with the approval of the community, or a majority of its members.

THIRTEENTH: Said premises conveyed to the Trustees by deed of even date herewith are in part subject to leases heretofore given thereon, none for a term continuing beyond December 31, 1915. The Trustees during the continuance of said several leases and at the end thereof will perform all obligations by the Lessor therein to be performed and observe all rights of the Lessees in respect to the leased premises and anything standing or growing thereon. Subject to the provisions of said leases, the Trustees will apply the rental therefrom in accordance with this Declaration of Trust which shall be applicable to said leased premises during the continuance of of said leases respectively, so far as is consistent with the provisions of the several leases.

IN WITNESS WHEREOF, we, the said Lewis Jerome Johnson, William L. Price and Fiske Warren, have hereunto set our hands and seals this fifteenth day of April, A.D. 1912.

Lewis Jerome Johnson
William L. Price
Fiske Warren

Assent of Members. And we the undersigned members of said Community of Tahanto, hereby assent to the foregoing amendment to said Declaration of Trust and hereunto set our hands and seals.

Marjorie Warren	(s)	Fiske Warren	(s)
Matthew H. Gately	(s)	Gertrud N. Mason	(s)
Nellie F. Mongovin	(s)	M. Phillips Mason	(s)
Ellen Mongovin	(s)	Caroline I. Martens	(s)
Frederick St. John	(s)	Roland B. Dixon	(s)
Olive St. John	(s)	Margaret C. Osgood	(s)
Frederick L. St. John, Jr.	(s)	D. H. Cameron	(s)
Perley St. John	(s)	Mildred C. Cameron	(s)
Helen C. Wilson	(s)	J. W. Desmond	(s)
F. Lowell Kennedy	(s)	Abbie Desmond	(s)
Gretchen Osgood Warren	(s)	K. M. MacLennan	(s)

And we, the said R. F. Alfred Hoernlé, Mortimer Phillips Mason and Fiske Warren, hereby certify that the above persons, viz.: Marjorie Warren, Matthew

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H. Gately, Nellie F. Mongovin, Ellen Mongovin, Frederick St. John, Olive St. John, Frederick L. St. John, Jr., Perley A. St. John, Helen C. Wilson, F. Lowell Kennedy, Gretchen Osgood Warren, Fiske Warren, Gertrud N. Mason, M. Phillips Mason, Caroline I. Martens, Roland B. Dixon, Margaret C. Osgood, D. H. Cameron, Mildred C. Cameron, J. W. Desmond, Abbie Desmond, K. M. MacLennan—who have assented to the foregoing amendment constitute a majority of the members of the Community of Tahanto at the present time.

IN WITNESS WHEREOF, we, the said R. F. Alfred Hoernlé, Mortimer Phillips Mason and Fiske Warren, have hereunto set our hands and seals this eighth day of November, A.D. 1917.

R. F. Alfred Hoernlé
Mortimer Phillips Mason
Fiske Warren

as trustees as aforesaid

Commonwealth of Massachusetts.

Worcester ss.

November 8, 1917

Then personally appeared the above-named Mortimer Phillips Mason, Trustee, and acknowledged the foregoing instrument to be his free act and deed as Trustee,
Before me,

Arthur H. Turner,
Justice of the Peace

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LEASE

The Trustees of Tahanto, under Deed of Trust dated April fifteenth, A.D. 1912, and recorded with Worcester County, Massachusetts, Deeds, Book 1992, Page 245, hereinafter called the Lessors, which expression shall include their successors in trust and assigns, wherever the context permits, hereby demise and lease unto of , hereinafter called the Lessee, which expression shall include the heirs, executors, administrators and assigns of the Lessee, wherever the context permits, the following described parcel of land in Tahanto in the town of Harvard, in said Worcester County, *to wit*:

TO HAVE AND TO HOLD for the term of years, beginning A.D.19 , upon the following terms and conditions: The Lessee by accepting this lease becomes a member of the Community of Tahanto and accepts and covenants to be bound by the constitution and ordinances of said Community, and by all the provisions of said Deed of Trust including any amendments duly made thereto, and covenants with the Lessors:

1. To pay annually in advance to the Lessors, on the first day of April of each year, beginning April first next, as annual rent, a sum equal to the full economic rent for one year of said parcel of land, exclusive of improvements thereon, as such rent may from year to year be fixed by the Trustees or by the Community of Tahanto subject to revision by arbitration as provided in said Deed of Trust.

2. To observe and comply with and not permit any person to occupy or be upon the demised premises who fails or refuses to observe and comply with all reasonable ordinances and regulations that may from time to time be enacted by the Community of Tahanto in accordance with its constitution.

3. To permit the Lessors in their discretion, in the name and behalf of the Lessee, to apply for and prosecute any proceedings for an abatement of any tax or assessment assessed to the Lessee which under the terms of the lease would be payable by the Lessors.

4. To permit all or any part of the leased premises to be taken by said Community in such manner as its form of organization may provide for any public use for the Community, upon payment of damages determined in the manner provided in said Deed of Trust.

5. During the continuance of this lease not to cut or intentionally injure or destroy any tree growing on the demised premises that is more than four (4) inches in diameter at a point of eighteen (18) inches above the ground, without the written consent of the Trustees, except that trees which were not growing on the demised premises April 15, 1912, may be cut and removed by the Lessee.

The Lessors covenant with the Lessee:

To apply all rent collected from the demised premises and from all other land leased by them under said Deed of Trust to the following purposes in the order specified:

(A) To the payment in full, or ratably if they cannot pay in full, of all taxes and assessments that may be lawfully assessed upon all the land from time to time held under said Deed of Trust, including improvements on such real estate, whether assessed as real estate or personal property, and of all interest upon any mortgage or other incumbrance covering such land or any of it;

(B) To such purposes and in such manner as the Deed of Trust or any amendment thereof may from time to time provide.

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It is agreed by the parties hereto:

A. All improvements upon the demised premises made or acquired by the Lessee shall be and remain the property of the Lessee and may be removed by the Lessee at any time before the termination of this lease, if the rent is not then in arrears, and may be sold by the Lessee to any person with a like right of removal, and if so sold to a new tenant of the land may be held by such tenant with the same right of removal as if erected by him; any purchaser may in like manner and under the same conditions sell such improvements. The Lessee or the purchaser of any improvements shall upon removing them be bound to leave the land in as good condition as when the improvements were first erected, and the Trustees may require reasonable security therefor as a condition of permitting such removal.

B. This lease may be terminated at any time by the Lessors for breach of any covenant by the Lessee continued for thirty (30) days after notice in writing demanding performance, delivered at or posted on the premises, except that there shall be no such termination for breach of the Lessee's covenant numbered 2 unless the ordinance or regulation violated is approved by the Trustees and declares that its violation shall be a cause for termination.

C. The Lessee may at any time terminate this lease by not less than sixty (60) days' notice in writing delivered to or posted, with postage prepaid, to the Trustees, but such termination shall not release the Lessee from obligation to pay the full year's rental if the termination takes place in the course of a year.

IN WITNESS WHEREOF, the Lessors as Trustees as aforesaid and not individually and the above-named Lessee have hereunto set their hands and common seal, which each of them hereby adopts, this day of , A.D.19

Commonwealth of Massachusetts.

ss.

19

Then personally appeared the above-named and
acknowledged the foregoing instrument to be his free act and deed, in his said capacity.

Before me,

Worcester ss.

19, at h. m., M. Received and entered with Worcester
District Deeds, Book , Page .

Attest:

Register

TAHANTO

CONSTITUTION

Preamble.

We, residents or leaseholders of Tahanto, in order to establish a social system of progress, industry and mutual helpfulness, hereby organize a body politic under the following Constitution:

CONSTITUTION

ARTICLE 1.

This community shall be known as Tahanto, and its communal affairs, except as already provided for in the deed of trust, shall be administered by the people of Tahanto in public meeting assembled, and by such officers as they shall elect.

VILLAGE MEETING

ARTICLE 2.

Every natural person who is a leaseholder or resident of Tahanto not less than fifteen (15) years of age without discrimination on account of sex, and the wife of any leaseholder, shall be a member of the community and entitled to a voice and vote at all village meetings, except any person legally entitled to be registered as a voter in the town of Harvard who is not so registered.

A regular meeting shall be held on the last Saturday of every month, at 7.30 P.M. Public notice shall be given of any change in the date, place or hour of meeting.

A special meeting shall be called by the Chairman of the Council upon request in writing signed by five or more of the residents or leaseholders. The village clerk shall notify all leaseholders of such special meeting, stating the time and object.

COUNCIL

ARTICLE 3.

A Council, consisting of three Representatives, shall be elected by the village meeting, under the Hare-Spence system of proportional representation.

This Council shall serve until another is elected, and elections shall always be for the entire Council, and not for individual Representatives separately. Such election shall be held whenever the village meeting by a majority of those voting determines to hold an election.

The Council shall elect its own Chairman, and shall appoint a Treasurer, subject to confirmation by the village meeting, a Clerk, and also such other officials as the village meeting may authorize, all of whom shall serve until their successors are appointed. These officials shall not be remunerated except by the specific authority of the village meeting.

The Council shall administer the affairs of the community, subject to the authority of the village meeting, and the provisions of the deed of trust. It shall allot lands to applicants, in the order of application, unless otherwise instructed by the village meeting, and shall make yearly assessments of rent for the use of such lands, subject to appeal to the village meeting. A statement of the aforesaid allotments and assessments shall be by them submitted to the Board of Trustees, with a recommendation that corresponding leases be made out and rents collected.

All orders for the expenditure of communal funds shall be signed by some one of the Representatives and countersigned by another.

The Council shall appoint such standing committees and employ such persons as they may deem advisable, and undertake such public works, and expend such public funds as the village meeting may authorize.

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VILLAGE CLERK

ARTICLE 4.

The Clerk shall be appointed by the Council, and shall perform such clerical duties as may be assigned to him. He shall also serve as clerk of the village meeting, and shall keep minutes of such meetings, and submit them for correction or approval at the next meeting.

He shall receive applications for land, and keep a record of the same in order of application.

TREASURER

ARTICLE 5.

The Treasurer shall have charge of all communal funds, not in the hands of the Trustees; shall keep accurate books of account, and shall submit the same for audit whenever requested. He shall pay out communal funds only upon an order made out and signed by any one of the Representatives, and countersigned by another.

He shall give such bond as may be required by the Council.

The accounts both of the Trustees and of the Treasurer shall be audited at least every six months by a committee of three appointed by the Chairman of the village meeting.

ARTICLE 6.

This Constitution may be amended, altered or abrogated by a majority vote of those present at any regular village meeting, or at any special meeting, provided that written notice of such special meeting shall have been sent to every leaseholder at least a week before.

ARTICLE 7.

This Constitution shall go into effect as soon as it has been signed by ten leaseholders.

FORM OF CONVEYANCE OF IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS that I, John Doe, of Harvard, in the County of Worcester and Commonwealth of Massachusetts, in consideration of one (1) dollar and other valuable considerations to me paid by Richard Roe of said Harvard, the receipt whereof is hereby acknowledged, do hereby REMISE, RELEASE, and forever QUITCLAIM unto the said Richard Roe all of the improvements now on the premises, including the dwelling house, barns and other buildings, fences, and all other artificial erections and structures on, in or under the land, and trees and shrubs, which improvements shall remain real estate in the hands of the grantee, on a certain parcel of land situated in said Harvard, being the premises leased to him by lease of even date herewith by the Trustees of Tahanto, Trustees under a Declaration of Trust dated April 15th, 1912, recorded in Worcester District Registry of Deeds, Book 1992, Page 245.

TO HAVE AND TO HOLD the granted real estate with all the privileges and appurtenances thereto belonging to the said Richard Roe and his heirs and assigns to their own use and behoof forever. And I do hereby for myself, my heirs and assigns, covenant with the said grantee, his heirs and assigns, that the granted real estate is free from all encumbrances made by me, and that I will, and my heirs and assigns shall, WARRANT and DEFEND the same to the said grantee and his heirs and assigns forever against the lawful claims and demands of all persons claiming by, through or under me, but against none other.

I, Mary Doe, wife of John Doe, release to said Richard Roe all rights of DOWER and HOMESTEAD and other interests in the granted premises.

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IN WITNESS WHEREOF, we, the said John Doe and Mary Doe, hereunto set our hands and seals this first day of January, A.D.1923.

Mary Doe (S.)

John Doe (S.)

Commonwealth of Massachusetts.

Worcester, ss.

January 1, 1923

Then personally appeared the above-named John Doe and acknowledged the foregoing instrument to be his free act and deed,

Before me,

Henry Hoe,

Notary Public (S.)

My commission expires October 1, 1925.

MEMBERS OF TAHANTO

Atwood, Harriet Towle Bradley, 160 Woodlawn St., Worcester, Mass.
Atwood, Roland, 160 Woodlawn St., Worcester, Mass.
Atwood, Wallace W., 160 Woodlawn St., Worcester, Mass.
Briggs, Margaret G., 78 Waverley St., Waverley, Mass.
Briggs, William A., 78 Waverley St., Waverley, Mass.
Cameron, D. Horace, Harvard, Mass.
Cameron, Mildred, Harvard, Mass.
Chisholm, Charles F., 150 Beach St., Revere, Mass.
Chisholm, Jenny F., 150 Beach St., Revere, Mass.
Clark, Charles A. E., 11 Adams St., Medford Hillside, Mass.
Clark, Mary E., 11 Adams St., Medford Hillside, Mass.
Coyle, Edith W., 138 Mountfort St., Brookline, Mass.
Coyle, Philip E., 138 Mountfort St., Brookline, Mass.
Desmond, Abby, Harvard, Mass.
Dickson, Marion A., Harvard, Mass.
Dickson, Walter A., Harvard, Mass.
Dixon, Roland B., Harvard, Mass.
Lockhart, Alexander C., 70 School St., Belmont, Mass.
Lockhart, Louise M., 70 School St., Belmont, Mass.
Lothrop, Rachel Warren, Harvard, Mass.
Lothrop, Samuel K., Harvard, Mass.
Lozier, Alexander, Harvard, Mass.
Lozier, Dora Lottie, Harvard, Mass.
Martens, Caroline I., 50 Broad St., New York City.
Mongovin, Ellen, Harvard, Mass.
Mongovin, Ellen, Jr., Harvard, Mass.
Osgood, Margaret C., 354 Marlborough St., Boston, Mass.
Parkinson, Wilfred, Harvard, Mass.
Rugg, Alice L., 21 Cotting St., Medford, Mass.
Rugg, William C., 21 Cotting St., Medford, Mass.
Sawyer, Florence M., Bolton, Mass.
Sawyer, Perley B., Bolton, Mass.
St. John, Frederick, Harvard, Mass.
St. John, Frederick, Jr., Harvard, Mass.

TAHANTO

St. John, Olive, Harvard, Mass.
St. John, Perley, Harvard, Mass.
St. John, William, Harvard, Mass.
Stone, Charles E., Ayer, Mass.
Stone, Martha D., Ayer, Mass.
Warren, Fiske, Harvard, Mass.
Warren, Gretchen O., Harvard, Mass.
Warren, Hamilton, Harvard, Mass.
Whitney, Harriet T. G., Harvard, Mass.

COPY OF RENT-CHARGE

KNOW ALL MEN BY THESE PRESENTS that we, R. F. Alfred Hoernlé, of Oxford, England, and Mortimer Phillips Mason, of Harvard, in the County of Worcester, and Commonwealth of Massachusetts, and Fiske Warren, of said Harvard, Trustees under a declaration of trust dated April 15th, A.D. 1912, and recorded in Worcester District Registry of Deeds, book 1992, page 245, in consideration of one (1) dollar and other valuable considerations to us paid by Robert Erskine Childers, of London, England, hereby grant unto the said Robert Erskine Childers a yearly rent-charge of ten (10) dollars and the additional amount, if any, hereinafter provided for, to be issuing out of and chargeable upon all and singular the following land, to wit: all real estate situated in said Commonwealth the record title to which is now vested in said trustees, and all real estate in said Commonwealth that may hereafter be acquired by said trustees.

TO HAVE AND TO HOLD and receive the same unto the said Robert Erskine Childers and his heirs and assigns for the term of one hundred (100) years from April 20, 1918, such rent-charge to be payable by equal annual payments of ten (10) dollars each on the twentieth day of April in each year, the first payment to be due and payable on April 20, 1919, and as a part of said rent-charge a further sum payable for each calendar year on or before the thirty-first day of December of the calendar year following, equal to such sum as will increase the fixed sum paid in the preceding calendar year in proportion to the decrease in that year of the average purchasing power of money, as compared with the average purchasing power of money in the year 1918, provided the trustees determine that there has been such a decrease; the first such additional payment shall be due and payable on or before the thirty-first day of December, A.D. 1920, and the last payment on or before the thirty-first day of December in the calendar year following the end of the term of this rent-charge. Such determination of the trustees, as well as their determination of the amount, if any, so payable shall be final and conclusive.

And said trustees, for themselves and their successors in trust and assigns, hereby covenant with said Robert Erskine Childers, his heirs, executors, administrators and assigns, to pay to him or them the said rent-charge at the times and in the manner aforesaid, including said additional sum as aforesaid. It is understood and agreed that parts of the land herein charged have been leased by the trustees to tenants and that the trustees may from time to time give other leases of parts of said land to tenants pursuant to the terms of said declaration of trust, and that every lease now in force and every lease that may be given of any part of said land hereafter and before there is any default in payment of this rent-charge continued for sixty (60) days after demand in writing shall remain in full force and effect notwithstanding this rent-charge, the rights of the holder of this rent-charge being limited as to land so leased to perception of the rents reserved in such leases.

TAHANTO

It is also expressly understood and agreed that the trustees have granted and may grant other rent-charges to be charged upon the land hereby charged or a part or parts of it at any time when no default exists in payment of this rent-charge, and that any and every rent-charge hereafter so granted shall rank equally and pro rata with this rent-charge and without priority of one over the other.

In case of default in the payment of any instalment of this rent-charge continued for sixty (60) days after demand in writing, the owner of this rent-charge shall be entitled to enter on the land charged and, subject to the rights of persons holding other rent-charges charged upon said land or a part thereof as above set forth and to the rights of tenants of said land or any part thereof, to take and receive the rents and profits thereof until all default in payment of this rent-charge is made good.

This instrument is made by said Trustees as Trustees, and not individually, and upon the express condition that neither said Trustees nor any successors in trust shall be held individually liable for the payment of said rent-charge including any extra payment therein provided for, but that the holder or holders of said charge will look only to the trust property for satisfaction of any liability of said Trustees hereunder.

IN WITNESS WHEREOF, the said R. F. Alfred Hoernlé, Mortimer Phillips Mason and Fiske Warren, as Trustees as aforesaid, have hereunto set their hands and common seal, which each of them hereby adopts, this twentieth day of April, A.D. 1918.

R. F. Alfred Hoernlé
Mortimer Phillips Mason } S. }
Fiske Warren

Commonwealth of Massachusetts.
Worcester ss.

Harvard, August 19th, 1918

Then personally appeared the above-named Fiske Warren and acknowledged the foregoing instrument to be his free act and deed, before me,

Percy A. Atherton,
Justice of the Peace

My commission expires September 14, 1924.

Recorded with Worcester District Deeds, Book 2162, Page 309.

HOLDERS OF RENT-CHARGES

Of the nineteen holders of rent-charges, past and present, we feel entitled to print the following names:

Ellen P. Barrows
Joseph Alemany y Borrás
Joseph Alemany y Bori
Mary Alden Childers
Robert Erskine Childers
Charles P. Coffin
Isabel H. Cohen
Richard A. Fisher

Max Gysi
Edna B. Kerr
Alexander D. MacLennan
Caroline I. Martens
M. Phillips Mason
Lucy A. Morse
Maude Rhodes
Matthew H. Gately

Fiske Warren

TAHANTO

ENCLAVE OF TAHANTO

Harvard, Massachusetts

RENTAL ASSESSMENTS FOR YEAR ENDING MARCH 31, 1924, PAY-
ABLE ON OR BEFORE APRIL 1, 1923, TO THE TRUSTEES OF
TAHANTO

<i>Lessee</i>	<i>Acres</i>	<i>Rate per Acre</i>	<i>Total</i>
Wallace W. Atwood.....	5.83	\$16.82	\$ 98.06
William A. Briggs.....	.08	64.11	5.13
D. Horace Cameron.....	83.39	1.56	130.09
Charles F. Chisholm.....	144.22	2.16	311.52
Charles F. Chisholm.....	.06	84.58	5.07
Charles A. E. Clark.....	.05	102.52	5.13
Abby Desmond.....	.99	39.41	39.02
Walter A. Dickson.....	.08	64.11	5.13
Roland B. Dixon.....	13.18	40.78	537.48
Francis Flynn.....	.25	21.34	5.34
Jewett Estate.....	1.00	46.31	46.31
Alexander C. Lockhart.....	.06	85.44	5.13
Rachel Warren Lothrop.....	12.19	29.07	354.36
Alexander Lozier.....	.37	14.33	5.30
Caroline I. Martens.....	1.61	7.12	11.46
Ellen Mongovin.....	.82	25.91	21.25
Margaret C. Osgood.....	2.15	46.37	99.70
William C. Rugg.....	.06	85.44	5.13
Frederick St. John.....	39.90	2.99	119.49
Perley B. Sawyer.....	.09	56.95	5.13
Sheep Island Associates.....	.96	37.46	35.96
Charles E. Stone.....	25.03	4.92	123.15
Fiske Warren			
Barnard.....	17.69	7.53	133.21
Davis.....	1.10	16.82	18.50
Dickson.....	18.87	21.26	401.18
Eildonshiel.....	9.25	24.47	226.35
Forbes.....	3.83	16.82	64.42
Mongovin-Bowers.....	114.21	6.16	703.53
Repair Shop.....	1.91	27.51	52.54
Savage-Whitcomb.....	23.35	25.14	587.02
Tahanto Farm.....	103.92	27.19	2,825.58
Harriet T. G. Whitney.....	.19	30.69	5.83
	629.34	\$11.07	\$7,030.45
Land Unlet.....	17.24		
	646.58		

You are hereby notified to pay your rent as shown on the above schedule.

Council of Tahanto { Roland B. Dixon
Alexander D. MacLennan
Wilfred Parkinson

March 10, 1923

TAHANTO

AN EVALUATION OF ECONOMIC RENT

It has been estimated by Harry H. Willock in *Unused Democracy* that the economic rent of the United States in 1921 was upwards of six billion dollars; but, neither he nor any one else, so far as we know, has had any sound data for a computation, even for a part of the country.

For those who concede that all taxes eventually fall on land, the following computation of the true economic rent of Tahanto should be of interest. It is hoped that other enclaves will furnish corresponding computations in their areas for the next edition of this book, and economists are invited to advise of errors, and, especially, how to ascertain correctly the figure for higher prices caused by the customs' tariff.

The per capita economic rent assessed by Tahanto in 1920 was \$174.57. To get the true economic rent there must be added to this the per capita levy of taxes by the public authorities, less whatever is paid or refunded by the enclave. In other words, the total net levy upon the area is its true economic rent, unless the trustees have erred in assessing too little or too much. For, by the papers of the trust, they are bound to take "the full economic rent," meaning thereby whatever the public authorities have left untaken.

Rent of Tahanto $6110 \div 35$ (population)			\$174.57
United States:			
Internal Revenue plus Expenses of Collection	\$5,428,582M		
Customs plus Expenses of Collection	333,560M		
	\$5,762,142M		
$5,762,142M \div 107,436M$ (population)			\$53.61
Massachusetts:			
Income Taxes	\$16,234M		
Other Revenue from Taxation	35,464M		
	\$51,698M		
Less Amounts Received from Towns and Cities	12,694M		
	\$39,004M		
$39,004M \div 3,852M$ (population)		10.13	
Harvard: Levy on Tahanto $2403 \div 35$ (population)		68.37	132.13
Less Taxes			\$306.70
Refunded by Tahanto $1732 \div 35$		49.49	
Paid to Harvard on Land of Tahanto $605 \div 35$		17.28	66.77

(66.77 is 51 per cent of 132.13)

TAHANTO

True Economic Rent		\$239.93
Or, if higher prices equal four times the Customs plus Expenses, then add $1,334,240\text{M} \div 107,436\text{M}$		<u>12.42</u>
True Economic Rent		\$252.35
The True Economic Rent may also be Computed as follows:		
Per Capita Federal Taxes:		
Internal Revenue	\$50.52	
Customs	<u>3.11</u>	\$53.63
Per Capita Massachusetts Tax (total)		15.08
Per Capita Worcester County Tax $2348 \div 1104$ (population of Harvard)		2.13
Per Capita Harvard Tax [68.37 less State Tax (4.95) and County Tax (2.13)]		61.29
Levy by Tahanto		<u>174.57</u>
		\$306.70
Less Refunds and Tax on Land of Tahanto		<u>66.77</u>
		\$239.93
Allowance for higher prices, if made		<u>12.42</u>
True Economic Rent		\$252.35

But economists are not all disposed to concede that all taxes ultimately fall on land and those who are not are fond of posing single-taxers with the question: What will you do, if the economic rent is found to be insufficient to meet the expenses of government? And single-taxers generally reply that it will be sufficient with a wide margin. Does the foregoing computation narrow the difference between them?

Obviously, if Tahanto were an average sample of the whole country, and if Tahanto, instead of paying 51 per cent of the taxes, as shown above, should pay 100 per cent, the issue would disappear. In the meantime, it is enough to observe that, in general, with each addition to its area, it approaches more to average conditions, and that, with each additional tax which its deed of trust as successively amended causes it to pay, a nearer approximation to the 100 per cent is made. How far will this process need to go before the demonstration is convincing?

TAHANTO

FINANCIAL STATEMENT

OF TRUSTEES OF TAHANTO FOR YEAR ENDING MARCH 31, 1923

Receipts

Balance, March 31, 1922.....	\$ 544.40
Rents.....	7,016.07
Interest.....	82.20
Note of Raiffeisen Gild.....	200.00
Refund of Income Tax.....	51.47

\$7,894.14

Expenses

Interest and Amortization on Debts for Land Purchased.....	\$3,753.01
Taxes, including Refunds.....	3,323.16
Interest.....	34.21
Rent of Vault.....	10.00

\$7,120.38

Payment due Council.....	544.40
Reservation, March 31, 1923.....	229.36

\$7,894.14

REPORT OF TREASURER OF COUNCIL

Receipts

February 20, 1920, Cash from former Treasurer.....	\$275.29
April 22, 1920, Cash from Trustees of Tahanto.....	166.77
September 10, 1920, Cash from Trustees of Tahanto.....	-185.65
March 25, 1922, Cash from Trustees of Tahanto.....	51.07
March 31, 1923, Cash from Trustees of Tahanto.....	248.27

\$927.05

Expenses

June 21, 1920, Town of Harvard.....	\$100.00
July 18, 1921, Fiske Warren.....	7.93
November 28, 1921, Fiske Warren.....	24.97
May 8, 1922, Fiske Warren.....	40.96
November 14, 1922, Town of Harvard.....	125.00
October 8, 1923, Town of Harvard.....	300.00

\$598.86

Balance December 26, 1923.....	\$328.19
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FREE ACRES

The Free Acres Association, incorporated in 1910 under a New Jersey law entitled "An Act to Incorporate Associations Not for Pecuniary Profit," owns about sixty-seven acres in the Watchung Mountains of New Jersey, less than thirty miles from New York City. About one-half of the sixty-seven acres is cleared, the rest being woodland. The station for Free Acres is Berkeley Heights, about two miles distant, on the Passaic and Delaware branch of the Lackawanna Railroad. Tradesmen from neighboring towns visit the colony at regular intervals, thus supplying most of the needs of the residents.

All of the land, except about five acres which was acquired by purchase in 1919, was a gift from Bolton Hall, Esq., the conditions of the deed of gift being that the land should be rented on leases, should not be sold, and that the rentals should be spent for local taxes and public expenses of the Association.

The pioneer residents lived in camps and primitive bungalows and in the old farmhouse. Many of these have grown into substantial dwellings suitable for occupation during the year. The buildings now number about sixty, besides ten garages. There are forty-nine leaseholders, most of whom are summer residents only, about twenty families living in Free Acres through the entire year. The total resident membership is about one hundred thirty.

The farmhouse on the five-acre tract has been renovated and is used as a clubhouse and a place for recreation and public meetings. A monthly meeting of the community is held, at which matters concerning the public welfare, like finances, health, good roads, etc., are discussed, and reports of the various committees on these subjects are made. Dances are held every Saturday night, weather permitting, on the open-air platform adjoining the farmhouse. Here is often held, on Sunday afternoon, a meeting called the "gemote," when a talk is given on some theme of general interest, followed by an open discussion.

The purchase of the above-named tract of about five acres was provided for by the issue of \$2,500 6 per cent bonds (\$100 each). These "Farm Inn" bonds are payable only out of the rentals, and at the rate of \$200 per annum at least. The bonds thus redeemed are determined by lot-drawing.

When the colony was organized there were only a few foot trails and cow paths on the land. A well-built system of roads has been developed, a certain proportion of the rental receipts (about \$100 in recent years) being used annually in repairing and building roads. An artesian well sixty feet deep supplies water. This is pumped by an electric

FREE ACRES

engine, installed in 1922 in place of a kerosene engine, the pipes extending to the larger part of the occupied holdings. The water service begins about May 15 and is discontinued about November 1. Free Acres affords the only instance among the enclaves where the water-works are owned by the community.

Free Acres has an open-air theater, a swimming pool, a tennis court, and a children's playground. Special interest has been shown in the last three in 1922. There are a Folks' Guild, a Dramatic Guild, a Community Guild, and an Arts and Crafts Guild, the last especially strong.

The present officers are Bolton Hall, J. T. Wherett and Kathleen Hore, Trustees; Amy Mali Hicks, Town Clerk; O. G. Fischer, Treasurer. The chairmen of the standing committees on Roads, Health, Forestry, and Water Supply are, respectively, J. G. Wherett, B. Liber, Emma Fischer, and G. E. Hicks. Bolton Hall is Assessor.

The business of the community is carried on by the officers, who are members of the Association, but on petition of 10 per cent of the other members any act of any officer, or any measure proposed, may be submitted to a vote of all the members. The assessor values annually the land of the several lessees at what it would rent for apart from any improvements. "This valuation is checked up by the prices of adjoining land, and usually amounts to about 8 per cent of the non-speculative prices of nearby acreage." After the adjustment of the rentals by the assessor, every leaseholder is given a list of the same, and within thirty days complaints may be made by any dissatisfied leaseholder. If any complaint remains unadjusted, the valuation of the land is subject to referendum.

On February 24, 1924, it was voted that the minimum water rate be raised from \$5.00 to \$6.00, that the rate for all year round leaseholders be raised from \$12.00 to \$15.00, and that for tenants on leaseholders' property where they themselves are not leaseholders the rate shall be \$20.00, outsiders to be supplied at the same rate.

The growth of Free Acres appears from the following table:

THE GROWTH OF FREE ACRES

<i>Year</i>	<i>Acres</i>	<i>Hectares</i>	<i>Actual</i>	<i>Gross Rent Basis of 1813¹</i>
1910	58	23		
1911	58	23	\$142	\$142
1912	58	23	135	144
1913	58	23	107	106
1914	58	23	154	154

¹ See Appendix I.

FREE ACRES

<i>Year</i>	<i>Acres</i>	<i>Hectares</i>	<i>Actual</i>	<i>Gross Rent Basis of 1813</i>
1915	58	23	166	169
1916	62	25	370	366
1917	62	27	423	333
1918	67	27	744	420
1919	67	27	560	289
1920	67	27	577	280
1921	67	27	528	234
1922	67	27	600	408
1923	67	27	791	531

CERTIFICATE OF INCORPORATION

OF THE FREE ACRES ASSOCIATION

THIS IS TO CERTIFY that the undersigned, Robert G. Rogers, of Berkeley Heights, New Jersey; Frank C. Shaffer, of Berkeley Heights, New Jersey; Amy M. Hicks, of Berkeley Heights, New Jersey; Bolton Hall, of New York City, New York; and Ella M. Murray, of Berkeley Heights, New Jersey, do hereby associate themselves into a corporation under and by virtue of the provisions of an act of the Legislature of the State of New Jersey entitled "An act to incorporate associations not for pecuniary profit," approved April twenty-first, eighteen hundred and ninety-eight, and the several supplements thereto and acts amendatory thereof.

FIRST: The name of this corporation is FREE ACRES ASSOCIATION.

SECOND: The purposes for which this coporation is formed are to establish and conduct a community for the purpose of study and demonstration of problems of municipal government and taxation, in which all members of the Association shall be free from all forms of private monopoly of natural resources, and which shall secure to all members equality of opportunity, and a full reward of individual efforts to each.

THIRD: The location of the principal office of this corporation is at Free Acres. Post-office address is Berkeley Heights, New Jersey.

The name of the agent therein and in charge thereof, and upon whom process may be served is Frank C. Shaffer, Alabama Cottage, Berkeley Heights, New Jersey.

FOURTH: The number of Trustees of this corporation is three.

FIFTH: The names of the Trustees selected for the first year of the existence of this corporation are:

Frank C. Shaffer, Berkeley Heights, New Jersey
Amy M. Hicks, Berkeley Heights, New Jersey
Bolton Hall, New York City, New York

The Trustees shall have the general management of the affairs of the corporation, but the Trustees shall have no power to convey the fee of any real property which may hereafter be owned by the corporation, except upon a vote of three-fourths of

FREE ACRES

all the members thereof at a meeting to be called by the Trustees, upon at least ten days' notice, for the purpose of voting upon a proposed sale of such property.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 27th day of June, nineteen hundred and ten.

Signed, sealed and delivered in the presence of:

Robert G. Rogers
Frank C. Shaffer
Amy M. Hicks
Bolton Hall
E. M. Murray

State of New Jersey, County of Union, ss.

Be it remembered that on this 27th day of June, nineteen hundred and net, before me, a Commissioner of Deeds for the State of New Jersey,

Personally appeared ROBERT G. ROGERS, FRANK C. SHAFFER, AMY M. HICKS, BOLTON HALL and ELLA M. MURRAY, who I am satisfied are the persons named in and who executed the foregoing certificate, and I having first made known to them the contents thereof, they did each acknowledge that they signed, sealed and delivered the same as their voluntary act and deed.

William Jeffrey,
*Commissioner of Deeds,
Union County, New Jersey*

CONVEYANCE AND COVENANT

THIS INDENTURE, made the twenty-third day of July in the year nineteen hundred and ten

Between BOLTON HALL and SUSIE SCOTT HALL, his wife, both of the City, County and State of New York, parties of the first part,

and

THE FREE ACRES ASSOCIATION
a corporation organized under the laws of the State of New Jersey,

party of the second part.

WITNESSETH, That the said parties of the first part, in consideration of eight thousand dollars (\$8000) in value received from the party of the second part, do hereby grant and release unto the said party of the second part, for ever,

ALL that tract of land formerly known as the Murphy Farm, lying in the Township of New Providence, Counties of Union and Somerset and State of New Jersey, described as follows: — BEGINNING at a point in the Southerly side of the road leading from Plainfield to Berkeley Heights and corner of property belonging to W. H. Rogers. Thence running along land of said Rogers in a magnetic course of South two degrees and thirteen minutes West (S 2°-13' W) a distance of nine hundred and eighty-five and seventy-five one-hundredths (985.75) feet to a point and corner of property belonging to Moldenke. Thence running along land of said Moldenke North eighty-one degrees and fifty-three minutes East (N 81°-53' E) a distance of twenty hundred and thirty-five and eighty-nine one-hundredths (2035.89) feet to a point and corner of property belonging to Burgmuller. Thence running along land of said Burgmuller North three degrees East (N 3° E) a distance of sixteen hundred and thirty-one and forty-nine one-hundredths (1631.49) feet to a hickory tree for a corner. Thence running South eighty-nine degrees and thirty-one minutes West (S 89°-31' W) a distance of one hundred and ninety-nine and nine one-hundredths (199.09) feet to a hickory stump for a corner, in or near the Southerly line of the road

FREE ACRES

leading from Plainfield to Berkeley Heights aforesaid. Thence running along the Southerly line of said road South sixty-three degrees and thirty-six minutes West (S 63°-36' W) a distance of twenty hundred and eighty-one and sixty-four one-hundredths (2081.64) feet to the place of beginning. Containing sixty-two and six twenty-five one-thousandths (62.625) acres.

EXCEPTING, HOWEVER, from this conveyance all that tract of land beginning at a hickory tree being a corner of property belonging to one Burgmuller. Thence running along the line of said Burgmuller's land in a magnetic course of South three degrees West (S 3° W) four hundred and twenty-four (424) feet to a stone row. Thence running along said stone row South seventy-nine degrees and eighteen minutes West (S 79°-18' W) four hundred and thirteen (413) feet to another stone row. Thence running along said stone row North nineteen degrees and thirty-six minutes West (N 19°-36' W) three hundred and forty-eight (348) feet to a point in the Northwesterly line of property known as the Murphy Farm, said last mentioned point being in or near the Southeasterly line of the road leading from Union Village to Berkeley Heights. Thence running along said Northwesterly property line North sixty-three degrees and thirty-six minutes East (N 63°-36' E) three hundred and eighty-five and eighty-five one-hundredths (385.85) feet to a hickory stump being another corner of said Burgmuller's land. Thence still along said Burgmuller's line North eighty-nine degrees and thirty-one minutes East (N 89°-31' E) one hundred and ninety-nine and nine one-hundredths (199.09) feet to the place of beginning. Containing four and sixty-four one-hundredths (4.64) acres of land.

The entire tract being the same premises conveyed to Charles W. Parsons by deed dated January 9th, 1907, from Robert Murphy and Mary Murphy, his wife, said deed having been recorded in the County of Union on January 11th, 1907, in Block 479 of Deeds, pages 350 — ; also in the County of Somerset on the 2nd day of April, 1907, in Block C, No. 11, of Deeds, pages 416, etc.

SUBJECT, HOWEVER, to a certain mortgage bearing interest at the rate of 6 per cent held by Mrs. Mary E. Walsh, for the sum of two thousand nine hundred and fifty dollars (\$2950).

Upon the express condition, however, which is hereby declared to be a condition and not a covenant, that the said grantee shall lease said lands in such portions as the Trustees of said grantee may from time to time deem proper, to such persons and for such terms as said Trustees shall determine, reserving as rent under each such lease, the rental value to be annually appraised as may be provided in the Constitution of the Free Acres Association, of the premises leased thereby, excluding improvements on those premises; and shall apply the rents so received to pay any taxes and assessments levied for state or local purposes or which may accrue from year to year, on the real estate of the said grantee or of its lessees, and also upon live stock or other tangible property permanently located thereon; and that they shall apply the balance of such rents to such communal purposes as said Trustees may deem to be properly public uses in that they cannot be left to individuals without giving them advantages over others: and they shall allow the lessees to use for common purpose such said lands as said Trustees may reserve for common uses.

And upon the further express condition, which is hereby declared to be a condition and not a covenant, that should the grantee ever mortgage, grant or convey the fee of the hereby granted lands or any part thereof, the land and the proceeds of such conveyance shall revert and be made over to the said BOLTON HALL, his heirs, executors, administrators or assigns.

TOGETHER with the appurtenances, and all the estate and rights of the parties of the first part in and to said premises. TO HAVE AND TO HOLD the above granted

FREE ACRES

premises unto the said party of the second part, its successors, heirs and assigns for ever.

AND the said parties of the first part do covenant that they have not done or suffered anything whereby the said premises have been incumbered in any way whatever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

In Presence of

Bolton Hall (L. S.)

William Jeffrey

Susie Scott Hall (L. S.)

State of New Jersey, Township of New Providence, County of Union, ss.

On the 16th day of February in the year nineteen hundred and twelve befoer me personally came BOLTON HALL and SUSIE SCOTT HALL, his wife, to me known and known to me to be the individuals described in, and who executed the foregoing instrument and who I am satisfied are the grantors in the within Deed of Conveyance named, and I having first made known to them the contents thereof did acknowledge that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

And the said SUSIE SCOTT HALL being by me privately examined separate and apart from her husband, did further acknowledge that she signed, sealed and delivered the same freely, as her voluntary act and deed, without any fear, threats or compulsion of or from her said husband.

William Jeffrey,
*Commissioner of Deeds,
Union County, New Jersey*

CONSTITUTION

OF THE FREE ACRES ASSOCIATION

Preamble.

We, leaseholders and residents of FREE ACRES, desiring to create a community for the study and demonstration of problems of self-government, social progress and taxation where all shall be mutually helpful and free from all forms of monopoly of natural resources, in order to secure to all equality of opportunity and to each a full reward of efforts, have this day organized ourselves under the name of

THE FREE ACRES ASSOCIATION

and we, by our signatures, attest our fealty to the organization and our approval and loyal support of the following Constitution and By-Laws:

CONSTITUTION

ARTICLE I.

This village shall be known as FREE ACRES, and the organization of its people as the FREE ACRES FOLK.

ARTICLE II.

Title to all lands of FREE ACRES shall be held by the FREE ACRES ASSOCIATION for the use of the people of FREE ACRES.

ARTICLE III.

The lands of FREE ACRES shall be, in accordance with the Deed of Trust, administered under the plan of the Single Tax, and the rentals shall be assessed to correspond to the value or desirableness of each plot as determined by the FREE

FREE ACRES

ACRES FOLK or their duly elected representatives acting as assessors; and therewith all taxes shall be paid which may be levied by any authority of New Jersey on the real estate of the Association or its lessees and upon the tangible property permanently located thereon.

ARTICLE IV.

There shall be one regular business meeting of the Free Acres Folk held each month. Special meetings shall be called by the Town Clerk upon request in writing signed by five or more Free Acres Folk. The Town Clerk shall notify all leaseholders of such special meetings, stating the time and object.

OFFICERS

ARTICLE V.

1. The officers of Free Acres shall serve until their respective successors are elected, and shall consist of

Three Trustees
A Town Clerk
A Treasurer

2. A chairman shall be elected at each meeting.

3. All officers and standing committees shall be elected by majority vote of the Free Acres Folk in Town Meeting.

DUTIES OF OFFICERS AND COMMITTEES

ARTICLE VI.

1. The Trustees of Free Acres shall execute the will of the Free Acres Folk as expressed by majority vote at their Town Meetings. They shall have general supervision over all Communal rights, property and affairs of Free Acres.

They shall make allotments of land to applicants as shown on the Free Acres Town Clerk's books, in the order of their application, unless otherwise directed by the Free Acres Folk.

They shall make yearly assessments of rentals for use of land as decided upon by the Free Acres Folk.

They shall decide all important questions by vote, and keep a record of the same to be copied in their report to the next Town Meeting.

One of them shall sign all orders on the Free Acres Treasury, directed by vote of the Free Acres Folk.

2. The Free Acres Town Clerk shall conduct all general correspondence for the colony, and have charge of the same. He shall keep minutes of all meetings and submit them for approval or correction at the next meeting.

He shall fill out and sign all orders on the Treasury directed by vote of the Free Acres Folk, the same to be countersigned by at least one of the Free Acres Trustees, and shall make a record of the same in the proper book.

He shall have charge of all referendums.

He shall receive all applications for land and keep a record of same in regular order.

3. The Treasurer shall receive all moneys for the Free Acres Association and receipt for same.

He shall keep a ledger account and make written reports of receipts, resources and liabilities.

He shall receive all bills against the Free Acres Association and present same to meeting for action.

He shall submit his accounts for auditing when requested, shall give a bond

FREE ACRES

such as may be required, and on the election of his successor give to him all the effects of the Free Acres Association in his possession.

He shall audit the accounts of the Trustees in the months of April and October and report same at the next Free Acres Town Meeting succeeding.

REFERENDUM

ARTICLE VII.

1. Any ten of the Free Acres Folk may initiate any action or proposition, to be referred to the vote of the entire community.

2. The Free Acres Folk may adopt such By-Laws for the Free Acres Association as a majority in Free Acres Town Meeting determine, providing they are not in conflict with this Constitution.

ARTICLE VIII.

No discrimination shall be made on account of age, color or sex.

ARTICLE IX.

Nothing shall be construed to invalidate the Association's right of eminent domain. In all leases of land the Association shall reserve the right to resume the possession of the said leased land for public purposes, on payment of all damages sustained by the lessee thereby, to be determined by three appraisers, one to be chosen by the board of trustees, one by the lessee, and the third by these two.

ARTICLE X.

No private franchise for the supplying of its members with such public necessities as water, light, heat, power, transportation facilities, irrigating systems, etc., shall ever be granted at FREE ACRES.

ARTICLE XI.

No taxes or charges of any kind, other than hereinbefore provided for, shall be levied by the Association upon the property or persons of its members.

ARTICLE XII.

Every leaseholder and resident who has signed the Constitution shall be entitled to vote at all business meetings of the Free Acres Folk.

ARTICLE XIII.

The rights of its members to absolute freedom shall never be abrogated or impaired by the Association, and the only limit to the exercise of the will of individuals shall be the equal rights of all others.

ARTICLE XIV.

This Constitution may be amended, altered or abrogated by a two-thirds vote of those Free Acres Folk present at any Free Acres Town Meeting PROVIDED that a written notice of such meeting and of the proposed amendment shall have been mailed or delivered to all the leaseholders at least a week before.

BY-LAWS

I. There shall be elected a Health Officer, who shall have control of all matters of sanitation; a Forester, who shall have control of all cutting of growing shrubs and trees; a Superintendent from the Trustees, who shall act as General Manager of Communal rights and property and affairs of FREE ACRES; and a Commissioner of Highways, who shall lay out and keep in order all roads and paths.

II. Lands shall be allotted in units of 10,000 square feet or as near as may be convenient and not more than one acre to each adult person, and the lease shall be in the form following:

This Agreement made this.....day of.....

19.....witnesseth that.....
leases from THE FREE ACRES ASSOCIATION, the lot of land in FREE ACRES,
Berkeley Heights,.....County, State of New Jersey, marked on the
accompanying plan as Lot.....containing about.....
at a rental of.....dollars to March 1st next, and
thereafter at such yearly rental payable in advance on the 1st day of each March as
shall be assessed against it by the Assessor or Assessors of FREE ACRES, subject
to appeal within one month to a regular meeting of the FREE ACRE FOLK. And
the said assessment shall equal as nearly as possible the full annual rental value of
the land, excluding improvements thereon; and all rentals so collected from the
Leaseholders shall be expended first in the payment of all direct taxes, levied by any
authority of New Jersey upon the FREE ACRES real estate and upon any tangible
property permanently located thereon, so far as said rentals will suffice, so that all the
Leaseholders shall be exempt and free of all direct Taxation to that extent, and thereafter
for such Communal Purposes as are properly public in that they cannot be left to
individuals without giving them an advantage over others.

And the said Lessee may terminate this Lease at the end of any term by giving
Sixty Days' Notice to the Trustees. And the said Trustees or their Agent may
terminate this Lease at any time on Sixty Days' Notice if the Lessee shall fail to
pay the rent at the times agreed upon, or ifor any for whom
.....responsible, shall cut timber on any of the lands of FREE
ACRES without written leave from the Forester, or make use of the land in such
manner as shall be voted by a majority of the residents of the Community at a
Town Meeting to be injurious to the rights of others.

Upon any termination of this Lease, except for arrears of rent, the Leaseholder
may within thirty days remove, sell, or otherwise dispose of such improvements as
.....ha.....upon the land provided it be left in the same good condition
as when the Lease began.

And if no such Notice be given by the Lessee, the Trustees or their Agent, this
Lease shall continue from year to year upon the same terms as above, and all rights
and liabilities herein given to or imposed upon either of the Parties hereto shall
extend to the Heirs, Executors, Administrators, Successors and Assigns of such
Party.

In all leases of land the Association reserves the right to resume the possession
of the land for public or for Community purposes, on payment of all damages
sustained by the Lessee thereby, to be determined by three appraisers, one to be
chosen by the Board of Trustees, one by the Lessee, and the third by these two.
Nothing shall be construed to invalidate the Association's right of eminent domain.

In Witness Whereof, the said Parties have hereunto set their HANDS
and SEALS.

WITNESS

..... SEAL

.....

.....SEAL.
For the Trustees

FREE ACRES

LEASEHOLDERS, 1923-1924

<i>Leaseholder</i>	<i>Class</i>	<i>Acres</i>	<i>Land rent</i>	<i>Water rent</i>	<i>Survey</i>	<i>Total</i>
William Armbruster <i>Free Acres, N. J.</i>	1	1	\$42.00	\$12.00		\$54.00
Mrs. Sarah G. Armbruster <i>Free Acres, N. J.</i>	1	$\frac{1}{8}$	5.25			5.25
Christian Blohm 162 Griffith St., Newark, N. J.	2	$\frac{1}{2}$	18.00	12.00		30.00
Charles Boni 80 Court St. Newark, N. J.	1	1	42.00	12.00		54.00
Mrs. Charles Boni 80 Court St. Newark, N. J.	1	1	42.00			42.00
E. L. Brown 9117 107th St. Richmond Hill, N. Y.	2	$\frac{1}{4}$	9.00	12.00		21.00
Jeane Chambon P. O. Box 21, Eucanito San Diego, Calif.	2	$\frac{1}{8}$	4.50	12.00		16.50
Clifford Clay 169 North 12th St. Newark, N. J.	2	$\frac{1}{2}$	18.00	12.00	\$10.00	40.00
William F. Cody 45 Grant Ave. Jersey City, N. J.	3	$\frac{1}{2}$	16.00	12.00	10.00	38.00
F. Costello 111 Grant Ave. Jersey City, N. J.	4	1	28.00	12.00		40.00
Will Crawford Scotch Plains, N. J.	3	$\frac{3}{4}$	24.00	5.00		29.00
Urdene Eberlein <i>Free Acres, N. J.</i>	3	1	32.00	12.00		44.00
A. P. Firth 1109 A 1 Broad St. Newark, N. J.	1	$\frac{7}{8}$	36.75	12.00		48.75
O. G. Fischer Scotch Plains, N. J.	3	1	32.00	12.00		44.00
Frank J. Fitzpatrick Scotch Plains, N. J.	1	$\frac{3}{8}$	15.75	12.00		27.75

FREE ACRES

<i>Leaseholder</i>	<i>Class</i>	<i>Acres</i>	<i>Land rent</i>	<i>Water rent</i>	<i>Survey</i>	<i>Total</i>
Mrs. W. P. Flagg <i>Murray Hill, N. J.</i>	4	$\frac{1}{2}$	14.00	5.00		19.00
Nell and U. Graham <i>Free Acres, N. J.</i>	2	$\frac{1}{2}$	18.00	12.00		30.00
Bolton Hall <i>2 East 23rd St.</i>	1	$\frac{1}{8}$	6.00	5.00		11.00
<i>New York City</i>	1	$\frac{1}{8}$	6.00			6.00
J. Hecht and Killian Crawford <i>Free Acres, N. J.</i>	4	$\frac{1}{4}$	7.00	5.00		12.00
Ami Mali Hicks <i>Free Acres, N. J.</i>	2	$\frac{1}{4}$	9.00	12.00		21.00
George E. Hicks <i>Free Acres, N. J.</i>	1	$\frac{1}{2}$	21.00	12.00		33.00
Theodora Huntington <i>17 Christopher St.</i>	2	$\frac{1}{2}$	16.00	12.00		28.00
<i>New York City</i>						
William C. Johnson <i>Free Acres, N. J.</i>	3	$\frac{1}{2}$	16.00	12.00		28.00
Victor Killian and wife <i>Free Acres, N. J.</i>	3	$\frac{1}{4}$	8.00	12.00		20.00
Charles F. Lester <i>Free Acres, N. J.</i>	2	1	36.00	12.00		48.00
Ada Lewis <i>13 Taylor St.</i>	3	$\frac{3}{4}$	21.00	12.00		33.00
<i>Newark, N. J.</i>						
B. Liber <i>61 Hamilton Place</i>	3	1	28.00	12.00		40.00
<i>New York City</i>						
Mrs. Thomas M. Murdock <i>Free Acres, N. J.</i>	2	$\frac{1}{2}$	16.00	12.00		28.00
Mrs. O. Newcomb <i>Scotch Plains, N. J.</i>	1	$\frac{1}{2}$	21.00	24.00		45.00
M. D. Newman <i>385 Communipaw Ave.</i>	2	$\frac{3}{4}$	24.00	12.00		36.00
<i>Jersey City, N. J.</i>						
Mary Oppenheimer <i>1741 Marmion Ave.</i>	1	$\frac{3}{8}$		12.00		
<i>Bronx, N. Y.</i>						

FREE ACRES

<i>Leaseholder</i>	<i>Class</i>	<i>Acres</i>	<i>Land rent</i>	<i>Water rent</i>	<i>Survey</i>	<i>Total</i>
Lotta Ricalton <i>Free Acres, N. J.</i>	3	$\frac{1}{2}$	16.00	12.00		28.00
Friptu Ruman	3	1	28.00	12.00		40.00
Dorothy Russell 229 St. John's Place Brooklyn, N. Y.	3	$\frac{3}{4}$	24.00	12.00	10.00	46.00
Sarah Schoenfeld 31 West 27th St. Bayonne, N. J.	2	$\frac{1}{4}$	8.00	12.00		20.00
Max Schulze 92 St. James Place Brooklyn, N. Y.	3		21.00	5.00		26.00
George Scott <i>Free Acres, N. J.</i>	4	$\frac{1}{2}$	12.00	5.00	10.00	27.00
Anna Stirling 62 West 66th St New York City	1	$\frac{1}{2}$		12.00		
C. B. Sturgis, Jr. P. O. Box 681 New York City	4	$\frac{1}{2}$	14.00	5.00		19.00
J. Thorne Smith Care of Wilson 9 Hanover St. New York City	1	1	42.00	12.00	10.00	64.00
I. Taller 31 West 27th St. Bayonne, N. J.	3	$\frac{1}{4}$	8.00			8.00
Fred Volare Scotch Plains, N. J.	3	1	28.00	12.00		40.00
Bessie Waters 120 Remsen St. Brooklyn, N. Y.	1	1	42.00	12.00		54.00
R. Norman Watkins Houston Club, University of Pennsylvania Philadelphia, Pa.	3	$\frac{3}{4}$	21.00	12.00		33.00
Gertrude Wherett 609 Summer St. Newark, N. J.	3	$\frac{3}{4}$	21.00	12.00		33.00

FREE ACRES

<i>Leaseholder</i>	<i>Class</i>	<i>Acres</i>	<i>Land rent</i>	<i>Water rent</i>	<i>Survey</i>	<i>Total</i>
J. T. Wherett 609 Summer St. Newark, N. J.	2	$\frac{3}{4}$	27.00	12.00		39.00
Wilma Wynn 64 Riverside Drive New York City	2	$\frac{1}{8}$	4.50	12.00		16.50

FINANCIAL STATEMENT

OF THE TREASURER OF FREE ACRES ASSOCIATION
FOR THE YEAR ENDING FEBRUARY 28, 1923

Receipts

Land Rentals.....	\$791.49
Water Rentals.....	453.00
Farm House Rental.....	71.56
Garage Rental.....	30.00
Fire Wood Sales.....	86.25
Interest and Penalties.....	18.73
Credit Road Account Refund.....	12.55
Subscription to Electric Certificates.....	200.00
Subscription to Water Repair Certificates.....	40.00
Balance, March 1, 1922.....	33.72
	\$1,737.30

Expenditures

Water Department Operating Expense and Repairs	\$324.88
Electric Equipment, Water Department.....	163.40
Investment for Water Department Sinking Fund, 1 Share Electric Common Stock.....	100.00
Wood Account, Labor and Carting.....	107.10
Road Repair Account.....	214.69
Farm House Repairs.....	38.94
State, Town and County Taxes.....	290.50
Bonds Retired.....	200.00
Interest on Bonds.....	187.50
Forestry Department.....	4.25
Contingent Expenses.....	47.58
	\$1,678.84

Cash Balance March 1, 1923.....	\$58.46
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O. G. Fischer,
Treasurer



Halidon
Scale 1:10,000

HALIDON

The enclave of Halidon comprises 173 acres, of which 120 served as the foundation of the trust of Halidon, formed July 18, 1911, while 53 were added October 24, 1913. The land consists of a low plateau, 60 feet above the Presumpscot River, in the village of Cumberland Mills, in the city of Westbrook, Maine. Its western boundary is within a mile of the paper factory of the S. D. Warren Company, post-office, railway, and trolley of the village, while the eastern is within about the same distance from the trolley at Riverton, in the district of Portland called Deering, five miles from the heart of the city.

The original trustees were William Price, Frank Stephens, and Fiske Warren. The system in general is like that of Tahanto. Many persons becoming interested at the beginning through the efforts of Miss Lillian B. Quinby, plots were freely taken even by those not intending to build, and Halidon was enabled to organize itself as a community in the autumn of 1912. The three members of the governing council, called "Representers," were elected by the Hare-Spence system of proportional representation, which has been in use ever since, each election being for the whole board. Both sexes, down to fifteen years of age, have the ballot. The Council has the right to appoint the village clerk, the treasurer (subject to confirmation by the meeting), and any other officers. All its acts are reviewable by the village meeting, which can also elect a new Council whenever it desires.

The community, about half of which consists of persons employed in the paper mill, is still small, notwithstanding the fact that all the land is under lease, but the growth has been satisfactory and the prospects are good. Thus far it has raised little or nothing for the market, agriculture when pursued being only an incidental interest of each household. The rents range from \$6 to \$15 an acre. There are eleven cases in which the taxes refunded exceed the rent. A distinctive feature of Halidon as compared with other enclaves is the number of persons showing their good will by taking lots which they do not intend to develop, and paying the rental assessments. There are sixteen dwelling-houses in Halidon.

On May 15, 1919, there was organized the Rochdale Society of Halidon, which, although its volume of business has been necessarily small, has made a continuous profit and is building itself up under the efficient management of Mrs. Stella W. Griffiths. Dividends have been paid, ranging from two and a half to ten per cent, the last five having been seven per cent each. The capital, November 1, 1923, was \$51.91.

HALIDON

The growth of Halidon appears from the following table:

Year ¹	Acres	Hectares	Gross Rent	
			Actual	Basis of 1913 ²
1912	120	49	\$ 43	\$ 46
1913	120	49	36	36
1914	172	70	203	203
1915	172	70	285	281
1916	172	70	318	315
1917	172	70	737	580
1918	172	70	818	462
1919	172	70	866	446
1920	172	70	992	482
1921	172	70	1,090	482
1922	172	70	1,272	865
1923	172	70	1,778	1,193

The officers are as follows: Trustees, Ernest B. Gaston, Lois Warren Shaw, Fiske Warren; Clerk, Grace Perley Locke; Treasurer, Stella W. Griffiths. The Councillors are Wallace I. Corbett, Chairman; Stella W. Griffiths, Pascia Personya Warren.

DECLARATION OF TRUST

DECLARATION OF TRUST FOR HALIDON AS AMENDED APRIL 13, 1912

WHEREAS, by Declaration of Trust dated July 18, A.D.1911, and recorded with Cumberland County, Maine, Deeds, Fiske Warren, of Harvard, Massachusetts; Frank Stephens, of Philadelphia, Pennsylvania, and William L. Price, of Moylan, Pennsylvania, declared certain trusts as to land therein referred to; and

WHEREAS said Declaration of Trust by Article Seventh thereof reserved to the Trustees powers by instrument in writing executed by them and a majority of the members of the Community of Halidon in said Declaration of Trust referred to, to amend said Declaration of Trust, and by Article Twelfth, authorized the Trustees whenever there was no organized community in existence to exercise alone any powers which they were authorized to exercise with the approval of the community; and

WHEREAS there is not any organized community as contemplated by said Declaration of Trust;

Now THEREFORE we, the said Fiske Warren, Frank Stephens and William L. Price, by virtue and in execution of the powers conferred upon us, do hereby amend said Declaration of Trust so that the same shall read as follows:

See Appendix II for ratio of rent roll to valuation of real estate and taxes.

¹ Fiscal year ends March 31.

² See Appendix I.

HALIDON

DECLARATION OF TRUST

WHEREAS certain real estate in the city of Westbrook, Maine, has by deed of even date herewith been conveyed by Austin T. Wright, of Cambridge, Massachusetts, to Fiske Warren, of Harvard, Massachusetts, Frank Stephens, of Philadelphia, Pennsylvania, and William L. Price, of Moylan, Pennsylvania, as joint tenants, and not as tenants in common; and,

WHEREAS said Warren, Stephens and Price, hereinafter called the Trustees, have accepted said conveyance on the trust hereinafter set forth;

NOW THEREFORE we, the said Trustees, do hereby declare that we hold and stand seized of said real estate, and covenant with said Austin T. Wright, and all persons who may become interested hereunder that we will hold and stand seized thereof and of all other real estate or personal property that may hereafter be conveyed to us as such Trustees for the following purposes and upon the following trusts, to wit:

FIRST: *Name of Trust.* The Trustees under this instrument shall be known as the Trustees of Halidon.

SECOND: *Use of Property, Leases.* The Trustees shall from time to time set apart for public use by the members of the community hereinafter referred to such portions of the trust property not at the time leased as the community shall by action duly taken in accordance with its organization from time to time determine, and from time to time withdraw from such public use any of such property in accordance with directions given in like manner by the community. The Trustees shall from time to time grant leases for ninety-nine (99) years or shorter terms of such portions of said land not at the time reserved for public use as they think fit, and the community hereinafter referred to, if in existence, approves, to such persons, including corporations, as may apply therefor and may be approved by the Trustees, or by said community whenever there is an organized community. Such leases shall:

(1) *Rental, Arbitration as to Amount.* Provide for an annual rental equal to the full economic rent of land leased, such rental to be determined from year to year by the Trustees until there is an organized community as hereinafter provided for, and whenever there is such an organized community by it, in such manner as its organization may provide: any leaseholder aggrieved by the action of the Trustees or of the community fixing the rent to be paid by him in any year, may require an arbitration to fix the amount of the rental: the Trustees may if they deem the rent to be paid by any leaseholder in any year as fixed by the community too low require an arbitration between themselves and such leaseholder to fix the amount of the rental, or if they deem the rent too high may require an arbitration between themselves and the community to fix the amount of the rental; every arbitration shall be in the manner provided in this deed of trust and the decision of the arbitrators fixing the rent shall be final;

(2) *Improvements.* Provide that all improvements made upon the leased land shall be the property of the lessee, and may be removed from the land if not in arrears in the payment of the rental or upon payment of such arrears, at any time before the termination of the lease, and may be sold with a like right of removal to any person, and if sold to a new tenant of the same land before the right of removal terminates, may be held by him with the same right of removal as if erected by him;

(3) Provide that the Trustees will from and to the extent of the rental collected by them from all the trust estate under lease, except in case of additional land hereafter acquired, after deducting their necessary and proper expenses of administering the trust, but not including any compensation for their own services, apply the net rental remaining to the following purposes, in the order specified:

HALIDON

(A) *Taxes.* To payment in full, or ratably if they cannot pay in full, of all taxes and assessments upon the trust real estate, including that leased, but excluding improvements on such real estate;

(B) To payment in full, or ratably if they cannot pay in full, of all taxes and assessments on improvements upon the premises leased by said Trustees, whether assessed as real estate or personal property;

(C) To payment in full, or ratably if they cannot pay in full, of all taxes and assessments on tangible personal property situated on the trust real estate belonging to members of the community, or to persons who if fifteen (15) years of age would be members of the community, other than improvements;

(4) *Proceedings for Abatement of Taxes.* Provide that the Trustees may, in their discretion, in the name and behalf of any lessee, apply for and prosecute any proceedings for an abatement of any tax or assessment assessed to such lessee which under the terms of the lease would be payable by the Trustees;

(5) *Taking for Public Use.* Provide that all or any part of the property leased to any person by the Trustees may at any time by action of the community, when there is an organized community, in such manner as its form of organization may provide, be taken for any public use for the community; in case of any such taking the community shall award damages for such taking, if the lessee has suffered any damage thereby; in case the lessee is dissatisfied with the sum awarded, the damages to be paid shall be determined by arbitration;

(6) *Termination.* Provide that the lease may be terminated for violation of such reasonable ordinances as the community may from time to time enact and declare to be a cause for termination, and as the Trustees approve;

(7) *Adherence to Community.* Provide that every leaseholder by acceptance of a lease becomes a member of the community, if there is an organized community, and accepts its constitution and ordinances.

The leases shall be substantially in the form hereto annexed except so far as the Trustees may from time to time, with approval of said community, change the provisions thereof other than those enumerated above.

THIRD: *Use of Income.* After deducting their necessary and proper expenses of administering the trust, but not including any compensation for their own services, and after payment of taxes and assessments as provided above, the Trustees shall dispose of the income remaining, if any, as follows:

(1) *Payment to Fiske Warren.* They shall pay annually to Fiske Warren or his executors, administrators or assigns, a sum equal to ten (10) per cent of the gross rental received or so much thereof in each year as the amount received permits, but without any accumulation of arrears, until such payment amount in the aggregate to four thousand (4000) dollars with interest at six (6) per cent per annum from August 1, 1911, compounded annually, but in no event for a longer time than thirty (30) years from this date. Such payment is made to compensate said Fiske Warren for the original cost to him of providing the land conveyed to the Trustees and held hereunder. If at any time any land adjoining the trust property comes under a single tax system, and the community is of opinion that the payment above provided puts the community at a disadvantage as compared with occupants of such adjoining land, the community may require an arbitration between it and said Fiske Warren or the persons at the time entitled to such payment, to determine whether or not there is such disadvantage and if so, whether such payment shall be discontinued or be reduced, and if reduced, by what amount.

HALIDON

(2) *Public Purposes.* They shall pay over any surplus net income remaining in any year to the community hereinafter referred to for application to uses public in the sense that they cannot be left to individuals without giving one an advantage over others, and including hiring any real estate for public use and including the acquisition of additional real estate, together with whatever personal property may reasonably be purchased as part of the transactions, to be held by the Trustees, who shall within a reasonable period sell any improvements that may be on the land so acquired, except so far as such improvements are retained for public use of the community. In case, and whenever there is no organized community to which such income can be paid over, the Trustees shall themselves apply such surplus net income to such public uses for the common benefit of their lessees, or in their discretion may pay the same to the city of Westbrook.

(3) *Powers as to Acquiring Additional Land.* The Trustees shall have power if any additional land is purchased as above provided to purchase wholly or in part on credit, to take the same subject to a mortgage, or themselves to borrow money on the credit of such land and to mortgage the same as security, and to apply any income received by them from any of the trust property to the payment of interest on any such indebtedness as an expense of administering their trust, and to apply any surplus income to the reduction of the principal of such indebtedness, or to charge the rental received from such additional land with a payment to meet the interest on any unpaid purchase money and to pay off the purchase price on any indebtedness therefor, or for money borrowed to acquire any such land, but they shall have no authority to create any legal liability on the part of the community to pay for any such land or to create any legal obligation by which the rental of any land except that so purchased can be reached and applied, except by their voluntary act as above provided, to satisfy any claim for unpaid purchase money.

FOURTH: *The Community.* The community herein referred to shall consist of all the persons not less than fifteen (15) years of age for the time being holding leases from the Trustees, the wife or husband of a leaseholder, and such other persons, not less than fifteen (15) years of age, residing on the trust estate, as may by the form of organization adopted by such leaseholders be associated with them. Such organization shall exist whenever not less than ten (10) leaseholders have so organized, and shall continue as long as such organization is maintained and not less than ten (10) leaseholders remain members.

FIFTH: *Resignations, Vacancies, New Trustees.* Any Trustee under this instrument may resign his trust by instrument in writing delivered to his co-Trustee or co-Trustees and recorded in Cumberland County, Maine, Registry of Deeds. Whenever a vacancy from any cause exists in the number of Trustees, the surviving or remaining Trustees shall by instrument in writing recorded in said Registry of Deeds appoint a new Trustee or Trustees, who shall upon confirmation by said community by a vote of a majority of such members as are present and vote at a meeting called for the purpose in such manner as the form of community organization may provide, or without confirmation if no organized community is in existence, forthwith and without the necessity of any conveyance become vested jointly with such surviving or remaining Trustees or Trustee with the same rights, powers, titles and estates as if originally appointed a Trustee hereunder. Pending the appointment of a new Trustee, the surviving or remaining Trustees or Trustee may exercise all the powers of the Trustees hereunder.

SIXTH: *Action by Trustees, Delegation of Powers.* Except as otherwise herein expressly provided, all action by the Trustees must be the unanimous act of all the Trustees for the time being, but any Trustee may delegate to another Trustee such

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part of his power for such time as he thinks proper by instrument in writing, and the Board of Trustees may in like manner delegate to any one of their number such part of the powers of the board for such time as they think proper: any such delegation by a Trustee or by the board may at any time be revoked by him or by the board. Any Trustee may so delegate his power to act in respect to any matter in which he has a personal interest, and may then deal with the Trustees free from any fiduciary obligation as to such matter.

SEVENTH: *Amendments and Termination.* This declaration of trust may be amended or terminated at any time by instrument in writing executed by a majority of the Trustees for the time being, and by a majority of the members for the time being of the Community of Halidon, but no such amendment shall impair any of the rights of a lessee from the Trustees under his lease or shall provide for any other distribution or disposition of the trust property free from the trust than is herein provided for.

EIGHTH: *Duration of Trust.* Unless sooner terminated as hereinbefore provided, this trust shall continue until the expiration of twenty-one (21) years after the death of whichever of the following named person dies last, to wit: Said Fiske Warren, said Frank Stephens, said William L. Price, Margaret Lightfoot Price, William Webb Price, Ruth Kirk Price and Catherine Price, the last four being children of said William L. Price, and Margaret Eakin Stephens, Donald Stephens and Roger Stephens, being children of said Frank Stephens, and Rachel Warren, Marjorie Warren and Hamilton Warren, being children of said Fiske Warren, and Sarah Warren, Martha Warren, Jeannette Warren, Georgia Warren and Josephine Warren, being children of Joseph Adams Warren, and Janet Warren Shaw, Catherine Warren Shaw and Mary Warren Shaw, being children of Lois Warren Shaw.

NINTH: *Final Disposition of Property.* Upon the expiration or prior termination of this trust the Trustees shall convey all the trust property then in their hands, subject to any leases then outstanding, absolutely and free from any trust, to such person or persons, or body corporate as a majority of the Trustees for the time being and a majority of the members for the time being of the community shall in writing determine, or upon failure to agree, or if for any reason there is no longer any community, then to the city of Westbrook. Such conveyance shall be upon the terms that all leases at the time outstanding shall remain in force; the lessees shall be bound to pay as rental such amount as may be agreed upon by them and the grantee of the reversion as the fair equivalent from time to time of the economic rent, less any taxes and assessments required to be paid by the lessee, which by the terms of the lease should be paid by the lessor; in case the grantee and lessee cannot agree upon such equivalent, it shall be determined by arbitration. If at the time of conveyance the payments to be made to said Fiske Warren have not terminated, the grantee shall continue bound to make such payments to the same extent to which the Trustees would have been bound to make payments.

TENTH: *Arbitration.* Whenever a reference to arbitration is provided for in this instrument, such reference shall be to three disinterested persons, each party interested choosing one out of three persons named by the other, and the third being selected by the two so chosen; the award in writing of the majority of the referees shall be conclusive and final upon the parties.

ELEVENTH: *Authentication of Facts.* A certificate signed and sworn to by a majority of the Trustees for the time being and recorded in said Cumberland Registry of Deeds, stating that certain persons constitute all or a majority of the members of said community, or reciting the existence of any fact the existence of which is

HALIDON

required to authorize any action taken by the Trustees, shall as to third persons acting in reliance thereon be conclusive evidence of such statement therein contained or of the existence of such fact.

TWELFTH: Power in Case No Community. If and whenever there is no organized community in existence, the Trustees may exercise alone any power which by this instrument may be exercised by them with the approval of the community.

IN WITNESS WHEREOF, we, the said Fiske Warren, Frank Stephens and William L. Price, have hereunto set our hands and seals this eighteenth day of July, A.D. 1911.

Frank Stephens
William L. Price
Fiske Warren

And we, the said Fiske Warren, Frank Stephens and William L. Price, hereby certify that there is no organized community as contemplated in said Declaration of Trust, that no leases have been granted under said Declaration of Trust, and that no person has acquired any interest in the premises referred to in said Declaration of Trust since the date thereof.

And I, Austin T. Wright, in said Declaration of Trust referred to, hereby assent to the foregoing amendment thereof.

IN WITNESS WHEREOF, we, the said Fiske Warren, Frank Stephens, William L. Price and Austin T. Wright, have hereunto set our hands and seals this thirteenth day of April, A.D. 1912.

Fiske Warren
Frank Stephens
William L. Price
Austin T. Wright

LEASE

The trustees of Halidon, under deed of trust dated July 18, A.D. 1911, and recorded with Cumberland County (Maine) Deeds, book 889, page 245, hereinafter called the lessors, which expression shall include their successors in trust and assigns, wherever the context permits, hereby demise and lease unto
of

hereinafter called the lessee, which expression shall include the heirs, executors, administrators and assigns of the lessee, wherever the context permits, the following described parcel of land in Halidon, in the city of Westbrook, in said Cumberland County, to wit:

To HAVE AND TO HOLD for the term of _____ years,
beginning _____ A.D. 19

upon the following terms and conditions: The lessee by accepting this lease becomes a member of the Community of Halidon and accepts and covenants to be bound by the constitution and ordinances of said Community and by all the provisions of said deed of trust, and covenants with the lessors:

1. To pay annually in advance to the lessors, on the first day of April of each year beginning April first next, as annual rent a sum equal to the full economic rent for one year of said parcel of land, exclusive of improvements thereon, as such rent may from year to year be fixed by the Trustees or by the Community of Halidon, subject to revision by arbitration as provided in said deed of trust.

2. To observe and comply with and not permit any person to occupy or be upon the demised premises who fails or refuses to observe and comply with all

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reasonable ordinances and regulations that may from time to time be enacted by the Community of Halidon in accordance with its Constitution.

3. To permit the lessors in their discretion in the name and behalf of the lessee, to apply for and prosecute any proceedings for an abatement of any tax or assessment assessed to the lessee which under the terms of the lease would be payable by the lessors.

4. To permit all or any part of the leased premises to be taken by said Community in such manner as its form of organization may provide for any public use for the Community, upon payment of damages determined in the manner provided in said deed of trust.

5. During the continuance of this lease not to cut or intentionally injure or destroy any tree growing on the demised premises that is more than four (4) inches in diameter at a point eighteen (18) inches above the ground, without the written consent of the Trustees, except trees that were not growing on the demised premises August 1, 1911.

The lessors covenant with the lessee:

To apply all rent collected from the demised premises and from all other land leased by them under said deed of trust acquired prior to the date thereof, after deducting all necessary and proper expenses of administering said trust, but not including any compensation for their own services, to the following purposes in the order specified:

(A) To the payment in full, or ratably if they cannot pay in full, of all taxes and assessments upon the real estate held under said deed of trust, including the premises hereby leased, excluding improvements on such real estate;

(B) To the payment in full, or ratably if they cannot pay in full, of all taxes and assessments on improvements upon the premises leased by said Trustees, whether assessed as real estate or personal property;

(C) To the payment in full, or ratably if they cannot pay in full, of all taxes and assessments on tangible personal property belonging to members of the Community situated on the trust real estate, and to apply any surplus rental thereafter remaining to the payment to Fiske Warren and to public purposes as in said deed of trust now or from time to time hereafter provided for.

It is agreed by the parties hereto:

A. All improvements upon the demised premises made or acquired by the lessee shall be and remain the property of the lessee and may be removed by the lessee at any time before the termination of this lease, if the rent is not then in arrears, and may be sold by the lessee to any person with a like right of removal, and if sold to a new tenant of the land may be held by such tenant with the same right of removal as if erected by him; any purchaser may in like manner and under the same conditions sell such improvements. The lessee or the purchaser of any improvements shall upon removing them be bound to leave the land in as good condition as when the improvements were first erected, and the Trustees may require reasonable security therefor as a condition of permitting such removal.

B. This lease may be terminated at any time by the lessors for breach of any covenant by the lessee continued for thirty (30) days after notice in writing demanding performance, delivered at or posted on the premises, except that there shall be no such termination for breach of the lessee's covenant numbered 2 unless the ordinance or regulation violated is approved by the Trustees and declares that its violation shall be a cause for termination.

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c. The lessee may at any time terminate this lease by not less than sixty (60) days' notice in writing delivered to or mailed postage prepaid to the Trustees, but such termination shall not release the lessee from obligation to pay the full year's rental if the termination takes place in the course of a year.

IN WITNESS WHEREOF the lessors as Trustees and not individually and the above named lessee have hereunto set their hands and common seal, which each of them hereby adopts, this _____ day of _____, A.D. 19 ____.

CONSTITUTION

Preamble.

We, residents or leaseholders of Halidon, in order to establish a social system of progress, industry and mutual helpfulness, hereby organize a body politic under the following Constitution:

CONSTITUTION

ARTICLE I.

This community shall be known as Halidon, and its communal affairs, except as already provided for in the deed of trust, shall be administered by the people of Halidon in public meeting assembled, and by such officers as they shall elect.

VILLAGE MEETING

ARTICLE 2.

Every natural person who is a leaseholder or resident of Halidon not less than fifteen (15) years of age, without discrimination on account of sex, and the wife of any leaseholder, shall be a member of the community and entitled to a voice and vote at all village meetings.

A regular meeting shall be held on the first Saturday of every month, at 7.30 P.M. Public notice shall be given of any change in the date, place or hour of meeting.

A special meeting shall be called by the Chairman of the Council upon request in writing signed by five or more of the residents or leaseholders. The village Clerk shall notify all leaseholders of such special meeting, stating the time and object.

COUNCIL

ARTICLE 3.

A Council, consisting of three Representatives, shall be elected by the village meeting, under the Hare-Spence system of proportional representation.

This Council shall serve until another is elected, and elections shall always be for the entire Council, and not for individual Representatives separately. Such election shall be held whenever the village meeting by a majority of those voting determines to hold an election.

The Council shall elect its own chairman, and shall appoint a Treasurer, subject to confirmation by the village meeting, a Clerk, and also such other officials as the village meeting may authorize, all of whom shall serve until their successors are appointed. These officials shall not be remunerated except by the specific authority of the village meeting.

The Council shall administer the affairs of the community, subject to the authority of the village meeting, and the provisions of the deed of trust. It shall allot lands to applicants, in the order of application, unless otherwise instructed by the village meeting, and shall make yearly assessments of rent for the use of such lands, subject to appeal to the village meeting. A statement of the aforesaid allotments

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and assessments shall be by them submitted to the Board of Trustees, with a recommendation that corresponding leases be made out and rents collected.

All orders for the expenditure of communal funds shall be signed by some one of the Representatives, and countersigned by another.

The Council shall appoint such standing committees and employ such persons as they may deem advisable, and undertake such public works and expend such public funds as the village meeting may authorize.

VILLAGE CLERK

ARTICLE 4.

The Clerk shall be appointed by the Council, and shall perform such clerical duties as may be assigned to him. He shall also serve as clerk of the village meetings, and shall keep minutes of such meetings, and submit them for correction or approval at the next meeting.

He shall receive applications for land, and keep a record of the same in order of application.

TREASURER

ARTICLE 5.

The Treasurer shall have charge of all communal funds, not in the hands of the Trustees; shall keep accurate books of account, and shall submit the same for audit whenever requested. He shall pay out communal funds only upon an order made out and signed by any one of the Representatives, and countersigned by another.

He shall give such bond as may be required by the Council.

The accounts both of the Trustees and of the Treasurer shall be audited at least every six months by a committee of three appointed by the Chairman of the village meeting.

ARTICLE 6.

This Constitution may be amended, altered or abrogated by a majority vote of those present at any regular village meeting, or at any special meeting, provided that written notice of such special meeting shall have been sent to every leaseholder at least a week before.

ARTICLE 7.

This Constitution shall go into effect as soon as it has been signed by ten leaseholders.¹

ROCHDALE SOCIETY OF HALIDON

AGREEMENT OF ASSOCIATION

WE, whose names are hereto subscribed, associate ourselves in a voluntary society under the name of the ROCHDALE SOCIETY OF HALIDON, for the purposes, in the manner and with the rights, powers and organization herein and in the Constitution hereto annexed set forth and provided. We hereby agree, each for himself or herself and with each of the others and with every person who may hereafter sign and become a party to this agreement, —

(1) To abide by and carry out all the terms of said Constitution and of any amendments thereof duly made as herein provided;

¹ The first meeting was held October 19, 1912.

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(2) That for ten (10) years from this date no person shall share in the profits of the Society unless he is a party to this agreement and no person shall be entitled to become a party to this agreement unless he is a trustee of, or lessee of or in, or member of an organized community in, or member of the Council of such a community in some one of the six following single-taxing enclaves, viz., Tahanto, Halidon, Fairhope, Arden, Free Acres, or Sant Jordi, — or other single-taxing enclave approved by the Board of Directors or Trustees of the Society hereby formed, except that the Trustees of such an enclave as a body, the Council of such a community as a body, and a Raiffeisen Guild formed in such an enclave as a body, may be members, and that subject to the foregoing provisions such persons and bodies may become parties hereto as the Constitution adopted by the Society hereby formed may from time to time provide.

Several copies of this agreement may be signed as originals with the same effect as if all signatures were on a single copy.

WITNESS our hands and common seal, which each of us hereby adopts, this fifteenth day of May, A.D. 1919.

(Signed)

{ S. }

Lillian Quinby
Roy Walker
Grace Storer
Grace Perley Locke
Fiske Warren
Wm. Banks
Clarence G. Pride
Stella W. Griffiths
Clara Martin Southworth

CONSTITUTION

I

NAME, OBJECT AND PLACE OF BUSINESS

This Society shall be known as the Rochdale Society of Halidon, and its place of business shall be the single-taxing enclave of Halidon. Its objects are to carry on the trade of general dealers in any or all kinds of merchandise and materials, both at retail and wholesale, to manufacture any article dealt in, and to carry on dealings of any description in land. The Society shall have full power to do all things necessary or expedient in the opinion of its Board of Directors for the accomplishment of any of the objects above specified, including power to purchase, hold, sell, manage, mortgage, rent, lease or sub-lease, lands of any tenure, and to erect, pull down, repair, alter, or otherwise deal with any building thereon, and to do any other things not hereinabove specially provided for.

II

MEMBERSHIP

Any lessee in or member of an organized community in the enclave of Halidon, the individual Trustees of said enclave and said Trustees as a body, the individual members of the Council of any organized community in such enclave and such Council as a body, may, upon approval of the Board of Directors, become a member of this Society upon paying an annual subscription of one dollar and signing the Agreement of Association.

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Any member who ceases to be qualified for membership under the terms of the Agreement of Association shall, *ipso facto*, cease to be a member of this Society.

A list of members, with their addresses, shall be kept at the office of the Society.

A member may withdraw at the end of any fiscal year, by notice in writing to the Board of Directors not less than two weeks before the end of such fiscal year.

III

OFFICERS

The officers of this Society shall consist of a Board of Directors of three members, who shall be elected by the Hare-Spence system of proportional representation by the members of the Society, at the first general meeting.

The members of the Board shall serve without remuneration.

This Board shall serve until another is elected, and elections shall always be by the same system and for the entire Board. Such an election shall be held whenever at a general meeting not less than twenty-six per cent of all members of the Society so request; upon such request, the meeting shall fix the time and place for such election.

The Board shall elect its own chairman from its own membership, and may appoint a Secretary and other subordinate officers and employees.

The Board shall propose a Treasurer, who shall be appointed after confirmation by the general meeting.

IV

LEGAL RIGHTS

The legal title to all property received or purchased by or for the Society shall be in the persons who for the time being are the Board of Directors, as joint tenants, and they shall hold the same as Trustees for the members. All legal rights and obligations in favor of or against the Society or relating to its property, business or dealings, shall be vested in and enforceable by and against the Board of Directors in their own names or the name of the Society.

Whenever any member of the Board of Directors retires or for any reason ceases to be such, all his title in property held by the Board as such shall terminate and vest in the remaining or surviving members, and such remaining or surviving members shall have power to exercise all the powers of the Board. Whenever any new member or new members of said Board is or are chosen, such new member or members shall, without the necessity of any transfer, become invested with all the rights, titles and powers of the Board of Directors as herein defined jointly with the other remaining members thereof, if any. No member of the Society shall at any time have any title to the property of the Society or any part or share thereof, or any right to an accounting of its business except as herein provided, and the death or withdrawal of a member shall have no effect to dissolve the Society or to entitle such member or his legal representative to an accounting, or give any rights except as herein provided.

V

MANAGEMENT

The Board may engage a Manager and such other employees as may be necessary to conduct the business of the Society.

The Board shall administer the affairs of the Society, subject to the authority of the general meeting and the provisions of this Constitution.

HALIDON

The Board shall submit an annual report to the Society, covering the business transacted and the financial condition of the Society, and all other matters of interest.

There shall be an annual meeting of the members, and such other general and special meetings as the members shall from time to time determine, of which due notice shall be given.

The Society shall determine upon its own by-laws, subject to this Constitution.

VI

FINANCES

The Society may accept money on deposit from members, and may borrow and lend money on proper security.

Every member of the Society shall be liable to pay assessments that may be levied by the Board of Directors while he is a member to an aggregate amount not exceeding ten dollars each. Every assessment shall be levied for the same amount per capita on all members for the time being of the Society, but any member shall be exempt as to so much of any assessment as would make the aggregate of assessment paid by him exceed the limit of ten dollars. Any member withdrawing or ceasing to be a member after an assessment has been declared by the Board of Directors shall remain liable thereto as if still a member.

The profits of all business carried on by, or on account of, the Society shall be applied as follows:

1. To payment of the interest upon any loans or deposits.
2. To the payment of outstanding debts, if any, then due.
3. To the formation of a reserve or capital fund, by applying such a percentage of the net profits as shall be determined by the Board.
4. To the maintenance of a park, or other social or provident purposes which may be proposed by the management and authorized by any general meeting.
5. The remainder of the net profits left after providing for the preceding charges shall be divided between the members who have made purchases of the Society, according to the amount of their purchases. Such division shall be made at least once a year.

The fiscal year shall end October thirty-first in each year.

VII

DISSOLUTION

The Society may be voluntarily dissolved by an instrument of dissolution signed by three-fourths of the members for the time being.

In case of dissolution, all funds remaining, after the payment of all debts and obligations, shall be used for payment of unpaid purchase money of land theretofore bought for any single-taxing enclave or for the purchase of new land bought by any such enclave, or shall be paid over to any Raiffeisen Guild or Society in any such enclave, or to any co-operative store in any such enclave, or to the trustees of any such enclave, for use for the benefit thereof, or may be used in part for two or more of said purposes, all as may in said instrument of dissolution be provided, and if for any reason such remaining funds cannot be or are not devoted to any of the aforesaid purposes, such remaining funds shall be paid over to the city of Westbrook, Maine, to be used by it for public purposes.

HALIDON

VIII

AMENDMENT OF CONSTITUTION

This Constitution may be amended at any time by instrument in writing executed by a majority of the Board of Directors for the time being and approved in writing by a majority of the members for the time being, or by affirmative vote of a majority of the members for the time being at a meeting called for the purpose.

BY-LAWS OF THE ROCHDALE SOCIETY OF HALIDON

MEETINGS

The annual meeting shall be held in Halidon, in November of each year, on such day and at such place and hour as the Board of Directors may fix.

Other meetings shall be held, either upon call by the Board of Directors, or upon petition of ten per cent of the members. Notices of these meetings shall be sent by the Board to all members not less than seven days before the meeting, postage prepaid, addressed to each member at his or her address as registered on the books of the Society, and shall contain a statement of the subjects to be considered.

Ten per cent of the members shall constitute a quorum; a less number may make reasonable adjournments if a quorum is not present.

Each member shall have a vote, and shall not be permitted to vote by proxy.

The chairman shall be elected by the meeting.

GENERAL

Any member may inspect his own account and the book containing the names of the members at all reasonable hours at the office of the Society, subject to such regulations as may be made from time to time by the general meetings of the Society.

Any ten members, each of whom has been a member of the Society for not less than six months, may apply for the appointment of an accountant at their expense to inspect the books of the Society and report thereon. Such accountant shall have access to the books of the Society at all reasonable hours.

Upon motion by any member, duly seconded, any matter concerning the management and administration of the Society may be brought before a meeting and the majority vote of such meeting on any subject shall be binding upon the Board of Directors.

Upon a majority vote at any meeting, the Board shall report upon any matter asked for, and shall at all times keep the Society informed of the management of the business.

These by-laws may be altered or amended by majority vote at any meeting, the notice for which states that an amendment of the by-laws will be proposed.

MEMBERS OF HALIDON

DECEMBER 20, 1923

Bancroft, Charles William, Cumberland Mills, Me.

Bancroft, Ella Frazier, Cumberland Mills, Me.

Banks, Emily, R.F.D. No. 1, Park Road, Westbrook, Me.

Banks, William, R.F.D. No. 1, Park Road, Westbrook, Me.

Banks, William, Jr., R.F.D. No. 1, Park Road, Westbrook, Me.

Chapman, George, 22 Turner St., Portland, Me.

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Chapman, Mildred, 22 Turner St., Portland, Me.
 Corbett, Bryce, R.F.D. No. 1, East Bridge St., Westbrook, Me.
 Corbett, Lucy, R.F.D. No. 1, East Bridge St., Westbrook, Me.
 Corbett, Wallace I., R.F.D. No. 1, East Bridge St., Westbrook, Me.
 Cousens, Delmar L., Gardiner, Me.
 Cousens, Ella, Gardiner, Me.
 Crockett, Aaron L., R.F.D. No. 1, Park Road, Westbrook, Me.
 Crockett, Hilda, R.F.D. No. 1, Park Road, Westbrook, Me.
 Crockett, Mildred, R.F.D. No. 1, Park Road, Westbrook, Me.
 Crockett, Nina, R.F.D. No. 1, Park Road, Westbrook, Me.
 Dube, Bertha, R.F.D. No. 1, East Bridge St., Westbrook, Me.
 Dube, Ernest, R.F.D. No. 1, East Bridge St., Westbrook, Me.
 Farwell, Earl, Cumberland Mills, Me.
 Farwell, Evelyn, Cumberland Mills, Me.
 Grace, Frances G., R.F.D. No. 1, Park Road, Westbrook, Me.
 Grace, Irving E., R.F.D. No. 1, Park Road, Westbrook, Me.
 Griffiths, Gordon, Cumberland Mills, Me.
 Griffiths, Stella W., Cumberland Mills, Me.
 Hornor, B. Frank, 549 West Main St., Clarksburg, W. Va.
 Hornor, Homozelle, 549 West Main St., Clarksburg, W. Va.
 Hyde, Jack, 328 East 51st St., New York City.
 Hyde, Ruth Cook, 328 East 51st St., New York City.
 Johnson, Harry L., R.F.D. No. 1, East Bridge St., Westbrook, Me.
 Johnson, Myrtle, R.F.D. No. 1, East Bridge St., Westbrook, Me.
 Locke, Grace Perley, 179 State St., Portland, Me.
 Main, Anna M., Cumberland Mills, Me.
 Main, C. Estelle, Cumberland Mills, Me.
 Main, Charles A., Cumberland Mills, Me.
 Montgomery, Hadassah, 369 Wessex St., Portland, Me.
 Pooler, Charles L., R.F.D. No. 1, Park Road, Westbrook, Me.
 Pooler, Jennie, R.F.D. No. 1, Park Road, Westbrook, Me.
 Pride, Clarence, R.F.D. No. 1, Park Road, Westbrook, Me.
 Pride, Leona, R.F.D. No. 1, Park Road, Westbrook, Me.
 Pride, Lillian, R.F.D. No. 1, Park Road, Westbrook, Me.
 Pride, Thelma, R.F.D. No. 1, Park Road, Westbrook, Me.
 Read, Jennie L., Cumberland Mills, Me.
 Read, Phyllis, Cumberland Mills, Me.
 Read, Rufus, Cumberland Mills, Me.
 Salsman, Evaline A., 18 Taft Ave., Beverly, Mass.
 Southworth, Clara Martin, 77 Park St., Portland, Me.
 Southworth, Constant, 77 Park St., Portland, Me.
 Stanley, Earl E., R.F.D. No. 1, East Bridge St., Westbrook, Me.
 Stanley, Henry E., R.F.D. No. 1, East Bridge St., Westbrook, Me.
 Stanley, Maud L., R.F.D. No. 1, East Bridge St., Westbrook, Me.
 Stephens, Elenor G., Arden, Del.
 Stephens, Frank, Arden, Del.
 Stoddard, Harry A., R.F.D. No. 1, East Bridge St., Westbrook, Me.
 Stoddard, Lillian B., R.F.D. No. 1, East Bridge St., Westbrook, Me.
 Storer, Alice Grace, Cumberland Mills, Me.
 Taylor, Julian D., Waterville, Me.
 Warren, Fiske, Harvard, Mass.
 Warren, Gretchen O., Harvard, Mass.

HALIDON

FINANCIAL STATEMENT

OF TRUSTEES OF HALIDON FOR YEAR ENDING MARCH 31, 1923

<i>Receipts</i>	
Balance, March 31, 1922.....	\$1,881.32
Rents.....	1,777.86
Interest.....	55.73
	\$3,714.91
<i>Expenses</i>	
Council of Halidon (Cash).....	\$ 66.78
Council of Halidon (Bank of Fairhope).....	815.61
Taxes.....	145.62
Refunds.....	84.92
Interest.....	30.33
Interest on Debts for Land Purchased.....	121.99
	\$1,265.25
Balance, March 31, 1923.....	\$2,449.66

NOTE:—The Halidon Rental Assessments for the year ending March 31, 1924, will be found on page 226.

SANT JORDI

Now comes the sixth enclave and widens the scene, not only geographically, but economically. For the previous five enclaves are limited by the customs' tariff and cannot realize the lofty destiny of Single Tax. Single Tax should mean both freedom of production and freedom of exchange. The five older enclaves can have freedom of production, but they cannot have freedom of exchange. But Andorra is wiser than the United States in this respect, and her policy of free trade enables the enclave of Sant Jordi to be economically superior to the others.

FISKE WARREN, June 23, 1916

Sant Jordi received its legal foundation January 19, 1916, was reformed legally September 27, 1918, and its first full year of economic activities ended March 24, 1920.

It consists of about two hectares (five acres) of land in the Republic of Andorra, close to the highway, seven kilometers from the southern frontier and about halfway between Sant Julia and Andorra-la-Vella. Through it, amidst some fruitful chestnuts, runs the Riu Anclar, which just below feeds the roaring Valira, the chief river of Andorra, and is fed in turn by the Toll de l'Olla, an exquisite waterfall. Perhaps half the land is rocky, the rest partly in gardens and partly under grass, the whole plentifully irrigated from the Anclar. There are five lessees and one house.

The characteristic feature of Sant Jordi is the sales that are made of goods imported from the outer world, which pay on entrance into Spain duties refunded on entrance into Andorra.

The only officers of this enclave are two Trustees, Joseph Alemany y Borrás and Fiske Warren.

Rent roll for year ending March 25, 1924:

<i>Lessees</i>	<i>Gross Rent</i>
Joseph Alemany y Borrás.....	2.40 Pesetas
Anton Bou.....	1.20
Joan Gregori.....	1.00
Guillem Vidal.....	1.20
Fiske Warren.....	12.00
	17.80

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En lo poble d'Encamp als vint y set Setembre de mil nou cents divuit.

Devant de l'infrascrit Notari publich de les Valls d'Andorra ab residència a Encamp y dels testimonis al final nomenadors, ha comparegut D. Joseph Alemany y Borrás, major d'edat, casat, del comerç vehí de Barcelona y ha dit:

Qu'en qualitat de duenyo dels terrenos que constituheixen l'"Enclau de Sant Jordi," en força de l'escriptura de tranferencia otorgada a son favor per D. Fiske Warren poch antes de la present, en poder, de l'infrascrit Notari, m'entrega l'Acta de Fideicomissió que conté les bases y condicions que regulan el funcionament de dit Enclau per a que la protocolitzi en mon manual d'escriptures públiques. Consta dita Acta de Fideicomissió de setse fulls escrits d'una sola cara y d'una diligència al final del full setsé, firmada por el senyor compareixent, els testimonis, y per mi, en que s'expressen y se salven les supresions, addicions y modificacions manuscrites de que ha sigut objete l'exemplar escrit a maquina que se m'entrega y queda unit, original, a la present acta. Junt abl'Acta de Fideicomissió, m'entrega el senyor requirent un model de contracte de lloguer y un altre model titulat "Constitució," los dos escrits a maquina, d'una sola cara, y que constan de quatre fulls el primer y de tres el segon que uneixo també, originals, a la present acta.

Manifesta el senyor compareixent que vol que'ls documents protocolisats siguin considerats com a escriptura pública, poguentse lliurar, si's fa necessari, quantes copies se'n demanin, requerintme, al mateix temps, fassi constar al final de cada un l'autenticitat dels mateixos.

De toto lo que he estat requerit formalisar, la present acta, a la que han estat presents per testimonis D. Joan Martisella, sabater y D. Joseph Montellá, paleta, los dos vehins d'aquest poble. Y el senyor otorgant, conegut de mi l'infrascrit notari, firma junt ab els senyors testimonis de lo que faig fe,—Joseph Alemany y Borrás. Joan Martisella, testimoni. José Montellá, testimoni. Devant de mi, Domingo Palmitjavila, Notari.

Concorda aquesta copia ab son original, fas fe—y requerit lo signo y firmo a Encamp, dia de son otorgacio.

Domingo Palmitjavila y Moles, *Not.*

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ACTA DE FIDEICOMISSIÓ

PRIMER: Els cessionaris serán coneguts baix aquest instrument ab el nom de Fiduciaris de Sant Jordi.

SEGON: Els Fiduciaris reservarán per a l'us públich o comú de la associació o dels membres de la Comunitat a que mes en abant ens referim, les porcions de la propietat qu'estimin convenient y que cuan existeixi aqueixa Comunitat ella mateixa determini, y retirarán de l'us públich o comú aquestes terres a mida que la mateixa Comunitat ho determini, en la forma que ha de ferho conforme a sa constitució. Els mateixos Fiduciaris donarán en arrendaments de noranta nou (99) anys, o termes mes curts les terres que a n'ells els hi sembli mentres no estiguin destinades a usos públichs, a son arbitri, mentre no existeixi la Comunitat y ab consentiment y aprobació d'aquesta cuan sigui existent y organizada, a les persones o corporacions que ho demanin.

Aquestos arrendaments contindrán:

(1) el preu del lloguer o renta anyal, que será equivalent a la renta econòmica de la terra arrendada y será fixat per cada any pels Fiduciaris d'acord ab l'arrendatari mentres no hi hagi número suficient d'arrendataris per constituir la associació, y d'acord ab aquesta Comunitat tant punt estigui existent y organizada. Cualsevol arrendatari que no's conformi ab la fixació del preu demanat pels Fiduciaris o en son cas per la Comunitat, pot demanar un arbitratge per a fixar el preu just de l'arrendament d'aquell any. Si'ls Fiduciaris creuen que la renta o preu a pagar per algun dels arrendataris senyalada per la Comunitat es massa baixa, poden demanar un arbitratge entre ells mateixos y el dit arrendatari; y si aquest creu que es massa alta pot demanar un arbitratge entre ell y la Comunitat o entre ell y'ls Fiduciaris si aquesta no existeix, per a fixar el preu o renta. L'arbitratge's farà en la forma que determina aquesta acta y'ls acorts de l'arbitratge serán decisius.

(2) que totes les obres o millores fetes sobre la terra arrendada serán propietat de l'arrendatari y podran esser tretes per ell o per cualsevol que les hi compri o a qui les cedeixi mentres ho fassi abans de l'acabament d'el lloguer, a no esser qu'el pago de la renta sigui atrassat. Si son venudes a un nou ocupant de la terra abans de que hagi expirat el dret de treureles, poden esser retingudes per aquest ab els mateixos drets que si haguessin sigut fetes per ell.

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(3) qu'els Fiduciaris, ab el preu dels arrendaments y en quant aqueixa cantitat alcansi, haurán de pagar tots els impostos y contribucions que siguin legalment carregats sobre tota la terra del Enclau y sobre les obres y millores, que hi hagi, tant si son considerades com a mobles com si immobles, y l'interés de cualesevol hipoteca o cualesevol altre càrrega o gravamen que pesi sobre dites terres.

(4) qu'els mateixos Fiduciaris poden, en nom y representació de l'arrendatari, demanar y gestionar la reducció dels impostos carregats a dit arrendatari y que'ls Fiduciaris han de pagar.

(5) que tota o part de la terra arrendada, pot en tot temps, per acció de la Comunitat cuan aquesta estigui organitzada, esser presa y destinada a us comú dels associats. En tal cas la Comunitat abonará els danys y perjudicis a n'el llogater si n'ha sofert algun. Si l'arrendatari perjudicat no se conforma ab la indemnizació senyalada per la Comunitat, será fixada per arbitratge.

(6) que l'arrendament pot esser terminat a causa de violació per part de l'arrendatari dels reglaments o ordenances que la Comunitat acordi y que hagin sigut declarats causa suficient per la terminació del contracte y que hagin sigut aprovats per els Fiduciaris.

(7) que l'arrendatari, pel sol fet d'acceptar un contracte d'arrendament, devé un membre de la Comunitat tant punt aquesta estigui organitzada y ell n'accepti la constitució y ordenances.

(8) provisió per al compliment de lo que s'adiu ab els recursos naturals, incluint mineral, carbó de pedra, petroli y gas natural, recursos que son especificats més avall.

Els contractes de lloguer serán en lo substancial, com en el formulari que va unit a n'aquesta acta; podran no obstant, ferse en ells algunes variacions en cassos particulars, d'acort ab l'arrendatari, pels Fiduciaris, mitjansant la aprobació de la Comunitat cuan estigui organitzada.

TERCER: Els Fiduciaris tindrán els poders y obligacions següents:

(1) Haurán d'aplicar els ingressos de les terres de la Fideicomissió als objectes que aquí s'expressen y pel mateix ordre que aquí s'estableix. Els pagos en cada classe han d'esser fets completament, o, si'ls ingressos no basten, se farán a prorrata per ordre:

(A) Pagarán tots els impostos y contribucions que siguien carregats sobre totes les terres que tinguin y sobre les millores que hi hagin

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tant, si avaluades com a propietat moble com si immoble, y l'interés sobre cualevol hipoteca o alguna altra càrrega que hi hagi sobre dites terres.

(B) Pagarán tots els gastos rehonables, además dels qu'estan específicament enumerats, d'administració de la Fideicomissió, pero no incluint cap compensació per llurs serveys.

(c) Pagarán anyalment a Fiske Warren o a n'els seus administradors, executors o procuradors una quantitat no menor de cinquanta (50) pessetes cada any durant cent (100) anys y pagarán a dit Fiske Warren o a cualevol altre persona de la que's compri terra mes tart, la quantitat que s'acordi y en la forma que's convingui a l'hora de la adquisició.

(D) Pagarán les altres quantitats que per acció dels Fideicomissaris se carreguin a la renta anyal, d'altre manera, per conveni.

(E) Pagarán tots els deutes en que s'incorreixi per adquisició de nova terra o per diners enmatllevats per als objectes de la Fideicomissió, cuan se degui y no s'hagi pagat d'altres procedencies y s'hagin obtingut per préstam o d'altre manera.

(F) Poden reservar cada any, per acció d'una majoria de Fiduciaris, una quantitat, si es que n'hi ha alguna, no excedint cap any de deu per cent de la entrada neta de tal any, que determini una majoria de Fiduciaris, com a fondo de gastos imprevistos per a esser usat cuan dita majoria cregui convenient, pera cualevol d'els objectes autoritzats per la Fideicomissió, incluint l'adquisició de mes terra y les propietats que's trobin en ella.

(G) Pagarán tots els impostos sobre'l bestiar resident en l'Enclau, perteneixent als membres de la Comunitat.

(H) Pagarán tots els impostos personals senyalats per tal any a n'els domiciliats en l'enclau.

(I) Els Fiduciaris estarán autoritzats per a pagar a profit dels membres del Enclau domiciliats en ell, una quantitat destinada a sufragar l'impost o la part fraccional d'aquest qu'ls Fiduciaris determinin, qu'aquells hagin satisfet a la Vall en concepte d'impost de trànsit per la carretera. Els Fiduciaris pagarán, si'ls hi sembla be, la quantitat qu'ells estimarán convenient, pero en cap cas excedirà d'un tant per cent de la contribució total de trànsit, qu'hagi cobrat la Vall en l'any anterior igual al tant per cent que representa la contribució pagada pels Fiduciaris per compte propia y dels membres del Enclau per concepte de contribucions territorial, de bestiar y personal y el total

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de lo que pagui per tal concepte la Vall d'Andorra. La quantitat fixada, en cas de que vulguin pagarla els Fiduciaris, se repartirà entre els domiciliats en l'Enclau que ho demanin per escrit, cada persona acompanyant els rebuts o talons de lo que hagi satisfet y abans del primer de Febrer per lo que's refereix al any anterior. Serà repartida en la forma següent: (1) a cada un dels reclamants se'ls donarà una quantitat igual a la que s donarà al que tingui menys quantitat gastada, o sino, una part igual a cada un; (2) si sobren encare diners dels destinats pels Fiduciaris a n'aquest objecte, se repartirán per igual entre els demás, donant a cada un una part igual a la del que menys hagi sofert d'entre ells per aqueix concepte o la part que's pugui y aixis successivament mentres hi hagi diners dels destinats pels Fiduciaris per a aixó, sense que ningú pugui percebir més de lo que li ha costat o pagat o la part fraccional fixada pels Fiduciaris.

(J) Els Fiduciaris estarán autoritzats per a pagar a profit dels membres del Enclau una quantitat destinada a sufragar l'impost o la part fraccional d'aquest qu'els Fiduciaris determinin, que aquells hagin satisfet a la Vall en concepte d'impost d'Industria y Comers. Els Fiduciaris pagarán, si'ls hi sembla be, la quantitat que ells estimarán convenient, pero en cap cas excedirà d'un tant per cent de la contribució total d'Industria y Comers qu'hagi cobrat la Vall en l'any anterior, igual al tant per cent que representi la contribució pagada pels Fiduciaris per compte propia y dels membres del Enclau, per concepte de contribució territorial, de bestiar y personal, y el total de lo que pagui per iguals conceptes la Vall d'Andorra. La quantitat fixada, en cas de que vulguin pagarla els Fiduciaris, se repartirà entre els membres de l'Enclau que ho demanin per escrit, cada persona acompanyant els rebuts o talons de lo que hagi satisfet y abans del primer de Febrer per lo que's refereix al any anterior. Serà repartida en la forma següent: (1) a cada un dels reclamants s'els donarà una quantitat igual a la que s donarà al que tingui menys quantitat gastada, y sino, una part igual a cada un; (2) si sobren diners encare dels destinats pels Fiduciaris a n'aquest objecte, se repartirán per igual entre els demás, donant a cada un una part igual a la del que menys hagi sofert d'entre ells per aquest concepte o la part que's pugui, y aixis succesivament mentres hi hagin diners, dels destinats pels Fiduciaris a n'aquest objecte, sense que ningú pugui percebir més de lo que li ha costat o ha pagat o la part fraccional fixada pels Fiduciaris.

[2]¹ Després d'efectuar els pagos pre-mencionats, tindrán de posar a

¹ Per equivocació en lo document original, lo nombre (2) va ser oblidat.

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part per a usos públichs una certa cantitat de lo que resti, que sigui determinada cada any per els Fiduciaris segons llur criteri's hi dicti, pero no menor en conjunt d'un tant per cent de la renta bruta rebuda durant el primer any fiscal en que's cobrà renta, igual a un hu (1) per cent de tal any primer, y un adicional tant per cent, per cada any complert passat desde la fi de tal any primer, junt ab un tant per cent del augment en el segon any sobre el tal any primer igual a un hu (1) per cent per tal segon any y un tant per cent adicional per cada any transcorregut desde la fi del tal segon any, junt ab un tant per cent igual del augment, si es que n'hi ha hagut, de la renta bruta en cada any subseguent sobre l'any precedent igual a un hu (1) per cent per a tal any subseguent, y un hu (1) per cent adicional per cada any que hagi transcorregut.

Els Fiduciaris tindrán de pagar el montant posat apart de la manera descrita, a la dita Comunitat, pera que s'apliqui a usos publichs, en el sentit de que no poden esser deixats a individus sense donar a un una ventatge sobre dels altres, y incluint llogar terres pera publichs y incluint la adquisició de mes terres, junt ab la propietat personal que puga esser rahonablement inclosa com a part de la transacció, per a esser retingudes per els Fiduciaris, els quals, dintre un periode rahonable, haurán de vendre totes les millores, exceptuant en quant aquestes millores sigan retingudes per a l'us públich de la Comunitat. En cas de que no hi hagi cap Comunitat organizada a qui puga esser pagada tal cantitat, els Fiduciaris mateixos aplicarán tal cantitat a usos públichs de benefici comú a llurs arrendataris, o, a llur discreció, poden pagar la mateixa a la parroquia en que estiguin enclavades les terres.

Després de posar apart la cantitat per a usos públichs, en la manera predescrita:

(A) Els Fiduciaris usarán una mitat del balanç restant, per a comprar terra adicional per a l'enclau, o per a cualevol altre enclau d'impost únich, o per a fundar un nou enclau d'impost únich, o per a deixar diners per a la compra de tal terra adicional, o per a la fundació de tal nou enclau, o passarán dita mitat a una Fideicomissió, si y sempre que n'hi hagi una creada per Fiske Warren per a tal objecte, deurán rebre y usar tals pagos per els usos especificats en l'instrument per medi del qual se crehi tal Fideicomissió, o fins a que tal Fideicomissió siga creada poden retenir una tal suma ab poder de transferir la mateixa a tal nova Fideicomissió cuan siga creada, o si no s'en ha creat cap dintre cinch anys desde'l primer de Janer

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de 1918, usar dits diners per a calsevol dels objectes enumerats previament, y els Fiduciaris poden aplicar dita mitat de tal balanç a calsevol dels usos prescrits, o les parts que'ls hi sembli a un o mes dels dits usos.

(b) Els Fiduciaris pagarán l'altre mitat de tal balanç a una Fideicomissió sempre y sempre que n'hi hagi una creada per el dit Fiske Warren com en la clàusula (A) més amunt escrita, y fins a que la tal nova Fideicomissió sigui creada retindrán la mateixa y la transferirán a dita Fideicomissió cuan dita Fideicomissió sigui creada, o si cap Fideicomissió no s'ha creat dintre cinch anys després del 1^{er} de Janer de 1918, haurán d'aplicar els fondos que allavors retinguin de la mateixa manera prevista en la sobrescrita clàusula y de la manera que allà s'hi explica, la segona mitat del dit balanç será usada en la mateixa forma prevista respecte a la primera mitat.

[(3)] (4)¹ Els Fiduciaris tindrán el poder d'adquirir mes terres en els termes que llur discreció els hi dicti, incluint el poder de comprarles total o parcialment a credit, de pendrerles subjectes a hipoteca y ells mateixos demanar diners sobre el credit de dita terra y hipotecar la mateixa com a seguritat o garantia, o subjecte a les previsions en quant a la aplicació d'entrades ja mencionada, carregar la renta rebuda de dita terra adicional, o de tota o part de la terra tinguda per ells incluint dita terra adicional, a un pagament per a satisfer l'interés de la quantitat de compra no coberta y pagar el preu de compra, o per pagar algun deute que hi hagi, o pera diners enmatllevats per a comprar dita terra, pero no tindrán cap autoritat en crear cap responsabilitat legal per part de la Comunitat pera pagar tal terra o crear cap obligació legal per la cual la renta de dita terra pugui esser presa y aplicada exceptuan per acte voluntari d'ells, carregant la responsabilitat del modo ja provehit, per a satisfer calsevol obligació del preu de compra no cobert. Els Fiduciaris, ab la aprovació de la Comunitat tindrán el poder de suspendre per el temps qu'els hi sembli y la Comunitat aprobi, el lloguer a pagar per calsevol arrendament; la renta o lloguer sospés constituirá un primer dret sobre les millores (incluint el bosch que hi hagi) sobre dita terra y será pagable ab interés a la expiració del terme de suspensió o a la més próxima terminació del arrendament; dit dret pot esser posat en forsa apoderantse de dites millores y venentes o en alguna altre forma autorizada per la ley. Els Fiduciaris poden citar calsevol lloguer sospés com a garantia per diners enmatllevats per ells. Els

¹ Aqueix nombre (4) es una errata en lo document original. Te de ser (3).

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Fiduciaris poden, a qualsevol hora, vendre, ab la aprobació de la Comunitat, qualsevol part de llur propietat que no estiga allavors baix arrendament y transferiria al comprador, lliure de tota Fideicomissió; el producte de la venta de qualsevol propietat pot esser aplicat als objectes a que pot destinarse la entrada surplus o sobrant y cap comprador será responsable per la aplicació que'ls Fiduciaris fassin dels diners de compra.

[(4)] (5)¹ Els poders dels Fiduciaris a enmatllevar inclueixen els poders de:

(A) Enmatllevar diners en una quantitat que, junta a tots els altres emprèstits allavors existents, puji a una suma igual al valor determinat per els Fiduciaris a la terra possehida per ells, exclusivament de les millors que hi hagin, menos una deducció del hu (1) per cent del valor de cada parcela per cada any desde la data de la adquisició a la data del tal emprèst; fer tots els emprèstits en la forma que'ls hi sembli y facilitar les probes del deute qu'els trihin, incluint, sense restringit la generalitat de les paraules precedents, obligacions, notes, certificats y pagarés; per els objectes d'aquesta provisió el valor de la terra será determinat multiplicant la renta grossa o bruta, rebuda durant l'any precedent per cent y dividintlo per cinch o per lo que allavors sigui la tasa legal d'interés d'Andorra; dit dret d'enmatllevar cuartos inclurá el dret d'enmatllevarlo ab la condició de pagarlos a un tant per any o mes sovint, per un número d'anys o la vida o vides de una persona o persones, o altre periode, com a interés o amortizació. El deute consistent en un conveni a pagar anyalment una suma fixa per un periode fixo a una vida o vides será el valor present al temps de la computació, de dit pagament anyal determinat sobre la base de la tasa legal d'interés que allavors prevaleixi a Andorra (a no esser que s'especifiqui una tasa diferent en el conveni ab qui degui cobrar l'anyada y el número d'anys qu'el pago fixat ha de durar, prenent en el cas d'una anyada per una vida o vides, la esperansa de vida o vides d'acort a les Taules Experimentals d'América.

(B) Obtenir un emprèst hipotecant tota o part de la terra possehida per els Fiduciaris en la forma y en els termes qu'els hi sembli millor, incluint el poder de fer una hipoteca oberta que provehirá per la obtenció d'altres deutes en que's pugui incorrer posteriorment y incluint el poder de fer una hipoteca, provehir o no, com els hi sembli, que en tot lo que pugui esser consistent ab un arrendament o arrendaments d'alguna parcela particular que allavors estigui en

¹ Aqueix nombre (5) es una errata en lo document original. Te de ser (4).

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vigor o que pugui esser donat després que la hipoteca deurà o no deurà, segons sigui el cas, donar un dret a les millors allavors existents o que puguin esser posades mes tart sobre dita terra o sobre una part o parts de dita terra.

(c) Renovar cualsevol hipoteca are o després en forsa, cobrint cualsevol part de la propietat de la Fideicomissió.

(d) A llur discreció insertar en cualsevol arrendament com mes tart se proveeix, y convenir ab cualsevol present o futur arrendatari en modificar tal arrendament per la inclusió de una provisió autorizant als Fiduciaris a hipotecar la terra coberta per tal arrendament de la manera y en els termes ja especificats.

(e) Lliurar a tota persona que'ls hi deixi diners de tota obligació de cuidarse de com s'apliquin els diners deixats o investigar cualsevol fet, autorizant la acció de la Fideicomissió y que ells aleguen existir.

[(5)] (6)¹ Cap persona que pagui diners com a lloguer o altrament als Fiduciaris tindrán de mirarne per la aplicació ni cap persona en bona fe que rebí diners d'els Fiduciaris tindrà de mirar si el pago es fet o no d'acort ab els termes d'aquesta Fideicomissió.

[(6)]² Els Fiduciaris haurán de colectar de tot y cada recurs natural, incluint tot mineral, carbó de pedra, petroli, y gas natural portats a flor de terra, el valor de tal recurs jayent en son propi lloch sense cap millorament per a ferne us o per a durlo a la superficie, y pagaran el montat cobrat a la Fideicomissió sempre y quan que n'hi hagi una creada per el dit Fiske Warren, per a esser usat per a els objectes que serán detallats en l'instrument creant tal Fideicomissió; y fins que tal Fideicomissió sigui creada será guardat y acumulat per els Fiduciaris, y si dintre cinch anys desde'l 1^{er} de Janer de 1918 no s'ha creat tal Fideicomissió, allavors els Fiduciaris poden usar dits fondos ja acumulats, y tots els altres fondos acumulats, d'aquesta manera, per a cualsevol altre objecte autorizat per aquest instrument, de una tal naturalesa que mantingui indisminuit el valor original.

QUART: Tots els arrendataris y domiciliats en l'Enclau serán membres de la associació. Aquesta organizació haurá d'existir cuan vint arrendataris s'hagin aixis organizat y's podrá organizar mitjansant la aprovació dels Fiduciaris cuan aquells arribin a deu.

QUINT: Cualsevol Fiduciari pot dimitir el seu cárrech fentho per

¹ Aqueix nombre (6) es una errata en lo document original. Te de ser (5).

² Per equivocació en lo document original el nombre (6) va ser oblidat.

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escrit, ab nota notarial que serà notificada als demes Fiduciaris. Sempre que's produeixi una vacant en el número dels Fiduciaris, els restants nomenarán un nou Fiduciari o Fiduciaris. Aquest nomenament haurà d'esser confirmat per majoria de votants en l'assemblea General si la associació està organitzada, en assemblea expresasment convocada a aquest objecte y de la manera prescrita en la constitució. El nomenament se farà ab escriptura pública notarial. El nou elegit tindrà els mateixos drets y obligacions que els demés Fiduciaris. Mentres estigui pendent el nomenament d'un nou Fiduciari els demés assumiran tots els drets y poders de la Fideicomissió y podrán exercirlos igual que si'l número fos complert.

SISE: Escepuant en lo que está ja provehit diferentment, tota acció dels Fideicomissaris ha d'esser acte unaním de tots els Fiduciaris existents, pero cualsevol Fiduciari pot delegar a un altre Fiduciari la part de poders per el temps que's marki que cregui convenient així com la Fideicomissió pot delegar una part dels seus poders a un o dos dels seus fiduciaris. Tal delegació per un Fiduciari o per la Fideicomissió pot esser revocada a cualsevol hora per ell mateix o per la Fideicomissió. Un Fiduciari pot delegar el seu poder en una cuestió que l'interessi personalment y allavors pot tractar aquella cuestió ab els demés Fiduciaris, lliure de les seves obligacions Fiduciaries.

SETE: Aquesta acta de Fideicomissió pot esser corretgida o terminada a cualsevol hora per medi de document escrit firmat per la majoria de Fiduciaris y aprobat en assemblea per la majoria dels membres de l'Enclau de Sant Jordi que allavors hi hagin presents, pero cap modificació pot afectar els drets que un llogater ha rebut dels Fiduciaris en el document d'arrendament ni determinarà cap altre distribució o disposició de la terra que la que aquí s'indica.

OCTAU: A la terminació d'aquesta Fideicomissió a que's refereix l'article anterior, els Fiduciaris transferirán tota la propietat que allavors estigui en ses mans, subjecte a tots els lloguers allavors en vigor, absolutament y lliure de tota Fideicomissió a la persona o persones o cos corporatiu que la majoria de Fiduciaris que hi hagin allavors y la majoria de membres que allavors hi hagin en la Comunitat determini per escrit y si no arriben a entendre's, o si per alguna raho ja no hi ha comunitat, allavors a la Parroquia d'Andorra la Vella, o a les en que radiquin les terres. Tal transferencia serà ab la condició de que tots els lloguers en existencia han de continuar en vigor; els llogaters estarán obligats a pagar com a lloguer la cantitat que convinguin

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ells y el concessionari de la reversió, com a just equivalent, segons les circumstancies dels temps, de la renta económica menys els impostos y contribucions requerits d'el llogater, els quals, segons les condicions de l'arrendament han d'esser pagades per l'arrendador; en cas de que l'arrendatari y'l concessionari no es puguin entendre en quant a dit equivalent, la cosa será arreglada per arbitratge. Si a n'el temps de la transferència els pagaments a dit Fiske Warren o a calsevol altre persona per la terra adquirida no s'han acabat, el concessionari continuarà obligat a efectuar dits pagaments en la mateixa cantitat a que'ls Fiduciaris eren obligats d'efectuarlos.

NOVE: Sempre que en aquest document se fa referencia a arbitratge, se enten que haurá d'esser de tres persones desinteressades, cada partit interessat triant una de les tres persones presentades per l'altre y la tercera part essent escullida per les dugues ja triades; el fallo per escrit de la majoria dels jutjes será definitiu y final per a abdues parts.

DESE: Una acta notarial firmada per la majoria dels Fiduciaris fent constar la existencia d'un fet, la existencia del cual es necessaria per a autorizar alguna acció presa per els Fiduciaris, será per a terceres persones proba concluent de la realitat y evidencia del fet a que fassi referencia l'esmentada acta notarial.

ONSE: Els Fiduciaris, quan no existeixi constituïda la Comunitat podrán exercir els drets de la mateixa ab totes les facultats y limitacions de la present acta.

DOTSE: Els Fiduciaris, sensa que s'entengui que la imposen, procurarán que la Comunitat de llogaters Sant Jordi se desenrotlli, baix la constitució anexa en aquesta Acta de Fideicomissió.

DILIGENCIA: En lo poble d'Encamp als vint y set Setembre de mil nou cents divuyt. L'infrascrit Notari donch fé de qu'l present document de Acta de Fideicomissió es el á que fa referencia l'acta de protocolització formalizada avuy, poch antes de la present diligencia, expressant el senyor requirient D. Joseph Alemany y Borrás, que salva les següents modificacions de concepte manuscrites en el text á maquina: El full primer queda totalment suprimit salvo l'encapçalament que diu: "Acta de Fideicomissió." En el full segon queden suprimides les set primeres ratlles. Tot ell está tatxat per medi d'una ratlla vertical limitada per dos d'horizontals. En el full nou, ratlla vint y dos, en el déu, línea primera y en el tretse, ratlla vint y dos, val la correcció manuscrita "1918" (mil nou cents divuyt).

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Quin text, amb les expressades modificacions, aprova el senyor re-
 quirent D. Joseph Alemany firmant aquesta diligència, a la que han
 estat presents per testimoni, D. Joan Martisella, sabater, y D. Joseph
 Montellá, paleta, els dos vehins d'aquest poble. Joseph Alemany y
 Borrás. Juan Martisella, testimoni. José Montellá, testimoni. Domingo
 Palmitjavila, Notari.

CONTRACTE DE LLOGUER

Els Fiduciaris de Sant Jordi, baix acta de Fideicomissió datada el
feta davant del notari D. Domingo Palmit-
javila y Moles, d'ara en avant anomenats els arrendadors, qual ex-
pressió inclourà llur successors en Fideicomissió, sempre que el con-
texte ho permeti, per la present lloguen y deixen en arrendament a
de d'ara en avant anomenat
l'arrendatari qual expressió inclourà els hereus, executors, adminis-
tradors y encarregats de l'arrendatari, en tot lo que el contexte ho
permeti, la terra descrita a continuació, a Sant Jordi Parroquia d'An-
dorra la Vella, en la República d'Andorra, això es:

Tenir y reténir per el terme de _____ anys, comensant en _____ de l'any 19____, baix els següents termes y condicions: L'arrendatari, pel fet d'acceptar aquest arrendament, se converteix en un membre de la Comunitat de Sant Jordi y accepta y s'ave a estar sotsmes a la Constitució y ordenances de la dita Comunitat y a les provisions de dita Acta de Fideicomissió incluint les correccions que degudament s'hi fassin, y conve ab els arrendadors:

1. Pagar anyalment a n'els arrendadors per adelantat en el dia 25 de Mars de cada any, comensant el proxim 25 de Mars, com a renta o lloguer anyul, una cantitat igual a la renta económica complerta de l'any, de dit tros de terra sense tenir en compte les millores que hi hagin a sobre, y tal renta o lloguer pot esser cada any senyalada per els Fiduciariis o per la Comunitat de Sant Jordi, d'acort ab l'arrendatari o per arbitratge en la forma ja provehida en dita Acta de Fidei-comissió.

2. Pagar als arrendadors per cada fracció d'un recurs natural que sia posat a flor de terra, una quantitat de diner d'un valor igual al valor que tenia estant a sota la terra, cada vegada que d'ella 's tregui o a plassos convinguts per abdues parts. La quantitat pagable será fixada

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pels Fiduciaris o la Comunitat d'acort ab l'arrendatari, o per arbitratge com está previst en l'Acta de Fideicomissió.

3. Observar y complir totes les ordenances o reglaments qui siguin determinats per la Comunitat de Sant Jordi y no permetrer que estigui en les terres cap persona que refusi obehirhi.

4. Permetrer als arrendadors que fassin les gestions necessaries per a la rebaixa dels impostos senyalats a l'arrendatari, les quals, segons els termes del contracte de lloguer han d'esser pagats per els arrendadors.

5. Permetrer que tota o part de la terra arrendada siga presa per la Comunitat de la manera que sa forma d'organizació disposi, per a qualsevol us públich per a la Comunitat a cambi del pago de danys y perjudicis segons está provehit en dita Acta de Fideicomissió.

6. Durant la continuació d'aquest arrendament no tallar o perjudicar o destruir intencionadament cap dels arbres de la propietat que tinga mes de deu (10) centímetres de diàmetre en un punt cuaranta cinch (45) centímetres sobre la terra sense consentiment escrit dels Fiduciaris, ab la excepció de que els arbres que no existien en dites terres avans del 19 de Janer 1918 poden esser tallats y trets per l'arrendatari.

Els arrendadors convenen ab l'arrendatari:

Aplicar tota la renta cobrada de les terres llogades per ells baix dita Acta de Fideicomissió a n'els següents objectes, en l'ordre especificat:

(A) Al pago complert o prorratable si no pot esser complert, de tots els impostos o contribucions que siguin legalment carregats sobre tota la terra que está, o estigui en temps a venir, sota aquesta Fideicomissió, incluint les millores sobre dita terra, tant si avaluades com a propietat moble com si immoble, y de tot interés sobre tota hipoteca o cap altre càrrega que cobreixi dita terra o part d'ella.

(B) An'els objectes y de la manera que la Acta de Fideicomissió o qualsevol cambi que s'hi fassi proveeixi.

Per abdues parts se convé lo següent:

a. Totes les millores fetes per l'arrendatari sobre dites terres serán y quedarán propietat de l'arrendatari, y poden ser tretes per l'arrendatari sempre que vulgui avans de la terminació d'aquest contracte d'arrendament, si la renta o lloguer no está allavors en retrás, y poden esser venudes o cedides per l'arrendatari a qualsevol persona ab el

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mateix dret de treureles y si son venudes a un nou arrendatari de la terra poden esser retingudes per el nou arrendatari ab identichs drets d'endurseles com si fossin originalment seves; d'igual manera, calsevol comprador pot, baix les mateixes condicions, vendre tals millores. L'arrendatari o comprador de calsevol millores estarà obligat, al treurerles, a deixar les terres en tant bones condicions com estaven al erigirs'hi les millores y els Fiduciaris poden exigir una seguretat rahonable com a condició per a permetrer el trasllat.

b. Aquest arrendament pot esser terminat a calsevol temps per els arrendadors per trencament de calsevol dels convenis per part del arrendatari, mitjansant una noticia per escrit enviada trenta (30) dies abans demanantne compliment, enviada o clavada en les terres, ab l'excepció de que no hi haurà terminació per trencament del conveni número 3 a no esser que la ordenansa o reglament violat siga aprovat per els Fiduciaris y s'hagi declarat que la violació serà causa suficient per a rescindir el contracte.

c. L'arrendatari pot acabar aquest contracte semble que vulgui, mentres ne dongui noticia per escrit no menos de seixanta (60) dies abans, portada o enviada a n'els Fiduciaris, pero aquesta rescisió no lliurarà al arrendatari de la obligació de pagar la renta completa de tot l'any si ella te lloch durant el curs de l'anyada.

DILIGENCIA : En el poble d'Encamp, als vint y set de Setembre de mil nou cents divuit. L'infrascrit Notari donch fe de que 'l present model de contracte de lloguer es el a que fa referencia l'acta de protocolització formalisada avuy, poch antes de la present diligencia, . . .

Quin text, . . . aprova 'l senyor requirent, D. Joseph Alemany, firmant aquesta diligencia, a la qu'han estat presents per testimonis, D. Joan Martisella, sabater, D. Joseph Montellá, paleta, els dos vehins d'aquest poble, que tambe firman. Joseph Alemany y Borrás. Joan Martisella, testimoni. José Montellá, testimoni. Domingo Palmitjavila, Notari.

Concorda aquesta copia ab son original, fas fé—Y requerit, la signo y firmo, dia de sa data.

Domingo Palmitjavila y Moles, *Notari*

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CONSTITUCIO¹

Nosaltres, arrendataris de l'Enclau de Sant Jordi, a l'objecte de fomentar el progrés, industria y mútua ajuda dels residents en el mateix, organizen o creen la seva associació baix la Constitució següent:

ARTICLE 1er.

Queda constituïda aquesta Comunitat ab el nom de Comunitat de SANT JORDI y'ls afers comuns dels associats, excepte per lo que estigui ja establert en l'Acta de Fideicomissió, serán administrats pels mateixos arrendataris y associats, reunits en assemblea pública y per los delegats que aqueixa assemblea elegeixi.

ARTICLE 2on.

Tota persona domiciliada en l'Enclau será membre de l'Associació y tindrà veu en les assemblees generals; però tindrán unicament vot en elles els que siguin arrendataris o caps de familia residents en l'Enclau y cada un tindrà un vot que donará o personalment o per son representant, delegat o procurador y'ls menors d'edat per son tutor o curador.

Tindrà lloch una assemblea general cada mes y será l'últim dis-sapte de cada mes a les set y mitja de la tarde en un local destinat a n'aquest objecte. Se donará noticia pública de cualsevol cambi en la data, lloch y hora de la reunió de l'Assamblea sempre que ocorri el cas, ab l'anticipació necessaria. A mes d'aqueixa reunió ordinaria de l'Assamblea General, sempre que cinch o mes dels residents o arrendataris ho demanin per escrit y ab sa firma, el President del Concell convocará l'Assamblea General extraordinaria. El Secretari de la Corporació haurá de notificar dita reunió a tots els arrendataris, fent constar l'hora y l'objecte de la mateixa.

ARTICLE 3er.

L'Assamblea General elegirá un Concell format de tres representants segons el sistema Hare de representació proporcional.

Aquest Concell servirá fins que s'en elegeixi un altre, y les eleccions haurán d'esser sempre per tot el Concell y no per representants separats, individualment. Dita elecció tindrà lloch sempre que una majoria de votants de l'Assamblea de la població ho determini aixís.

El Concell haurá d'elegir son propi president, y haurá de nomenar un Tresorer, subjecte a l'aprobació de l'Assamblea de la Comunitat, un Secretari, y tants altres empleats com l'Assamblea autorizi; tots els quals actuarán fins que s'hagi nomenat llur successor.

¹ Veure els Articles Quart y Dotse de l'Acta de Fideicomissió.

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El Concell haurà d'administrar els afers de la Comunitat, subjecte a l'autoritat de l'Assamblea y a les provisions de l'Acta de Fideicomissió. Deixarà terres a lloguer per ordre de tanda als qui ho demanin, a no esser que l'Assamblea ho disposi altrement, y haurà de senyalar cada any la renta o lloguer per l'us de dites terres, subjecte a recurs davant de l'Assamblea. S'haurà de sotmetre a la Comissió de Fiduciaris un detall de dites evaluacions y senyalaments, els quals deurán fer els corresponents documents de lloguer y cobrar les rentes.

Totes les ordres per a gastos dels fondos comunals haurán d'esser firmades per algun dels representants y contrafirmades por un altre.

El Concell nomenarà els comités permanents y emplearà la gent que li sembli convenient, y empendrà els treballs públichs y gastarà els fondos comunals que l'Assamblea General li autorizi.

ARTICLE 4rt.

El Secretari será nomenat pel Concell y efectuarà tots els treballs de Secretari que li siguin encarregats. Servirà també com a Secretari de l'Assamblea General, y ha de guardar acta de tals reunions, y sotsmetreles per correcció o aprobació, a la próxima Assamblea.

Ell es qui haurà de rebre les demandes de terra y guardarne una llista per ordre de demanda.

ARTICLE 5nt.

El Tresorer tindrà a carrech seus tots els fondos comunals que no estigan en mans de la Fideicomissió; portará cuidadosament els llibres de comptaduria y'ls haurà d'ensenyar per revisió sempre que se li demani. Pagará fondos comunals en vista d'una ordre firmada per un dels representants y contrafirmada per un altre.

Haurá de donar la garantia que el Concell requereixi.

Los comptes, tant dels Fiduciaris com del Tresorer serán revisats y comprovats y revisats al menys cada sis mesos per un comité de tres, nomenat per el President de l'Assamblea General.

ARTICLE 6^{se}.

Aquesta Constitució pot esser corretgida, alterada o abrogada per una majoria de vots dels presents en cualsevol de les Assamblees ordinaries o en cualsevol de extraordinaria ab la condició de que s'hagi avisat la celebració de tal Assamblea al menys una setmana avans, a cada un dels arrendataris.

ARTICLE 7te.

Aquesta Constitució entrarà en efecte tant punt hagi sigut firmada per el nombre requerit de llogaters.

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DILIGENCIA: En el poble d'Encamp, als vint y set Setembre de mil nou cents divuit. L'infrascrit Notari faig fe que'l precedent model de "Constitució" es el a que fa referencia l'acta de protocolització aixecada poch abans d'aquesta diligencia y que son text queda aprovat per el senyor requirent, D. Joseph Alemany, el qual firma junt ab els senyors testimonis, D. Joan Martisella, sabater. D. Joseph Montellá, paleta, abdós vehins d'aquest poble. Joseph Alemany y Borrás. Joan Martisella, testimoni. José Montellá, testimoni. Domingo Palmitjavila, Notari.

Concorda aquesta copia ab son original, fas fe — Y requerit la signo y firmo a Encamp, dia de la data d'esta diligencia.

Domingo Palmitjavila y Moles, *Notari*

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H. C., 1923

[Translation]

ST. GEORGE

In the town of Encamp, September 27, 1918.

Before the undersigned notary public of the Valleys of Andorra, residing at Encamp, and the witnesses finally named, has appeared Don Joseph Alemany y Borrás, of age, married, engaged in commerce, citizen of Barcelona, and has said:

That in quality of owner of the lands constituting the enclave of St. George, in virtue of conveyance executed in his favor by Don Fiske Warren, somewhat earlier than the present document, which conveyance is in the possession of the undersigned notary, he delivers to me the Deed of Trust, which contains the fundamental provisions regulating the operation of the said enclave, in order that I may protocolize it in my manual of public documents, and which I annex as a part of the present document. Together with the Deed of Trust he delivers to me at the same time a form of lease and also another form called The Constitution, which I annex also as a part of the present document.

He requests that the protocolized documents be considered as public, authorizing me to deliver as many copies as are needed and asked for, at the same time requiring of me that I make the authenticity of each copy appear at the end.

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To cover all of which I have been required to form the present deed, at which are present as witnesses Don Joan Martisella, shoemaker, and Don Joseph Montellá, master of works, both citizens of this town.

And the said Alemany, known to me, the undersigned notary, signs together with the witnesses, to which I give faith.

Joseph Alemany y Borrás
Joan Martisella, *Witness*
José Montella, *Witness*

Before me,

Domingo Palmitjavila, *Notary*

DECLARATION OF TRUST

FIRST: The concessionaries under this instrument shall be known as *Name of Trust* the Trustees of St. George.

SECOND: The Trustees shall set apart for public or common use of the association or members of the Community hereinafter referred to such portions of the property as they deem advisable and which the said Community, when it shall exist, shall itself determine, and shall withdraw from public or common use such land from time to time as the same Community shall determine in the form which it has to take to conform with its constitution; the said Trustees shall give leases for ninety-nine (99) years or shorter terms for such parcels as to them it seems good, of land not already assigned to public use, upon their own responsibility, until the Community shall be in existence, and with its consent and approval when it exists and is organized, to such persons or corporations as apply. Such leases shall:

(1) Provide for a rate of payment or annual rent which shall be equivalent to the economic rent of the land leased, and shall be fixed each year by the Trustees in agreement with the lessee as long as there shall not exist a sufficient number of lessees to constitute the association, and in agreement with the said Community as soon as it shall exist and be organized; any lessee not accepting the rate determined by the Trustees or by the Community can demand an arbitration to determine the proper rate of the lease for that year; the Trustees may, if they deem the rent or rate of payment to be paid by any one of the leaseholders as fixed by the Community too low, require an arbitration between themselves and such leaseholder, and, if the leaseholder believes that it is too high, he can demand arbitration between him and the Community or between him and the Trustees,

Rental, Arbitration as to Amount

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if the Community is not in existence, to fix the rate of rent; the arbitration shall be in the manner provided in this Deed of Trust, and the decision by arbitration shall be final;

(2) Provide that all the works or improvements made upon the leased land shall be the property of the lessee, and may be removed by him or by any purchaser or by whatever person to whom they have been conveyed before the termination of the lease, if the rent is not then in arrears; if sold to a new tenant of the land before right of removal terminates, they may be held by him with the same rights as if they had been made by him;

(3) Provide that the Trustees shall from the income received from leases to the extent of such income pay all taxes and assessments that may be lawfully assessed upon all of the land of the enclave and upon the works and improvements thereon, whether assessed as real estate or personal property, and all the interest upon any mortgage or other encumbrance covering such lands;

(4) Provide that the same Trustees may, in the name and behalf of any lessee, apply for and prosecute any proceedings for abatement of the taxes assessed to such lessee payable by the Trustees;

(5) Provide that all or any part of the property leased may at any time, by action of the Community, when there is an organized Community, be taken for any public use of the associates; in such a case the Community shall pay for the injury and damage to the lessee if the lessee has suffered thereby; if the injured lessee is dissatisfied with the sum awarded by the Community, it shall be fixed by arbitration;

(6) Provide that the lease may be terminated for violation by the lessee of such rules and ordinances as the Community enacts and declares to be sufficient cause for the termination of the contract, and as the Trustees approve;

(7) Provide that the lessee by the sole fact of acceptance of a lease becomes a member of the Community as soon as it is organized and he accepts its constitution and ordinances;

(8) Provide for compliance as to all natural resources including all mineral, coal, oil and natural gas, with the provisions hereinafter contained.

The leases shall be substantially in the form hereto annexed,

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nevertheless there may be made by the Trustees in accord with the lessee, subject to the approval of the Community, when it exists, some changes in special cases.

†THIRD: The Trustees shall have the following powers and obligations:

(1) They shall apply the income received by them from the lands of the trust to the purposes here set down, and in the order which is here established; the payments in each class must be made in full or ratably if the income does not suffice.

(A) They shall pay all taxes and assessments that may be charged upon all the lands which they hold and upon the improvements thereon, whether assessed as real estate or personal property, and the interest upon whatever mortgage or other encumbrance covering such lands.

(B) They shall pay all the reasonable expenses, other than those specifically enumerated, of administering their trust, but not including any compensation for their services.

(C) They shall pay annually to Fiske Warren, or his executors, administrators or assigns, a sum not less than fifty (50) pesetas every year during one hundred (100) years, and they shall pay to the said Fiske Warren, or to any other person from whom land shall be bought later, the sum fixed and the form agreed upon at the time of acquisition.

(D) They shall pay such other sums as by action of the Trustees may be charged by agreement or otherwise on the annual rent.

(E) They shall pay any indebtedness incurred in connection with acquiring new land or for money borrowed for the purposes of the Trust as may become due and not be paid from other sources or be provided for by loan or otherwise.

(F) They may reserve each year by action of a majority of the Trustees such sum, if any, not exceeding in any year ten (10) per cent of the net rent for such year as such majority may determine, as a fund for unforeseen expenses, to be used whenever such majority think proper for any of the purposes authorized by the Trust, including acquisition of additional land and property thereon.

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- (g) They shall pay the taxes upon hoofed animals residing in the enclave and belonging to members of the community.

Taxes

(h) They shall pay all personal taxes assessed for such year upon persons domiciled in the enclave.

(i) They shall be authorized to pay for the advantage of members of the enclave domiciled in it a sum intended to cover the payment of such fractional part thereof as the Trustees determine, which such members shall have paid to the Valley because of the tax on transit by the highway. The Trustees will pay, if they see fit, the sum which they deem advisable, but in no case to exceed a percentage of the total tax on transit received by the Valley in the previous year equal to the percentage of the total tax of the Valley for land, for hoofed animals, and for personalty corresponding to the taxes paid by the Trustees on their own account and on account of the members of the enclave for the same. The sum fixed, in case the Trustees wish to pay it, shall be divided among the members domiciled in the enclave who apply for it in writing, each person accompanying the application with receipts or vouchers for the amounts paid, and before the first of February, for whatever refers to the previous year. It shall be distributed in the following form: (1) To each one of the applicants there shall be given a sum equal to the sum given to the applicant who has paid the smallest quantity, or, if not, then an equal part to each. (2) Any excess of money assigned by the Trustees to this purpose shall be distributed equally among the others, giving to each one a sum equal to the sum paid by whoever of them suffered least in this respect, or else the sum available, and thus successively until the money assigned by the Trustees for this purpose shall be exhausted, not permitting any one to receive more than it has cost him or than he has paid, or the fractional part as determined by the Trustees.

(j) They shall be authorized to pay for the advantage of members of the enclave a sum intended to cover the payment or such fractional part thereof as the Trustees determine, which such members shall have paid to the Valley because of the tax on industry and commerce. The Trustees will pay, if they see fit, the sum which they deem advisable, but in no case to exceed a percentage of the total tax on industry and commerce received by the Valley in the previous year equal to the percentage of the total tax of the Valley for land, for hoofed animals, and for personalty corresponding to the taxes paid by the Trustees on their own account and on account of the members of the enclave for the same. The sum fixed, in case the Trustees wish

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to pay it, shall be divided among the members domiciled in the enclave who apply for it in writing, each person accompanying the application with receipts or vouchers for the amount paid, and before the first of February, for whatever refers to the previous year. It shall be distributed in the following form: (1) To each one of the applicants there shall be given a sum equal to the sum given to the applicant who has paid the smallest quantity, or, if not, then an equal part to each. (2) Any excess of money assigned by the Trustees to this purpose shall be distributed equally among the others, giving to each one a sum equal to the sum paid by whoever of them suffered least in this respect, or else the sum available, and thus successively until the money assigned by the Trustees for this purpose shall be exhausted, not permitting any one to receive more than it has cost him or than he has paid, or the fractional part as determined by the Trustees.

(2)¹ After making the foregoing payments they shall from any surplus remaining set apart for public purposes such amount as the Trustees may in each year think fit, but not less than in the aggregate a percentage of the gross rent received during the first fiscal year in which any rent was collected equal to one per cent of such first year, and one per cent additional for each full year elapsed since the end of such first year, together with a percentage of the increase in the second year over such first year equal to one per cent for such second year and one per cent additional for each year elapsed since the end of such second year, together with a like percentage of the increase, if any, of gross rental in each succeeding year over the preceding year equal to one per cent for such succeeding year, and one per cent additional for each year since elapsed. The amount so set apart the Trustees shall pay over to the said community for application to uses public in the sense that they cannot be left to individuals without giving one an advantage over others, and including hiring any real estate for public use and including the acquisition of additional real estate, together with whatever personal property may reasonably be included as a part of the transaction, to be held by the Trustees, who shall within a reasonable period sell all the improvements, except so far as such improvements are retained for public use of the Community. In case there is no organized Community to which such income can be paid over, the Trustees shall themselves apply such sum to public uses for the

¹ By mistake in the original document the figure (2) was here omitted.

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common benefit of their lessees, or in their discretion may pay the same to the parish in which the lands are situated.

After setting apart the sum for public uses as above provided:

(A) The Trustees shall use one-half of the balance remaining to buy additional land for the enclave, or for any other single tax enclave, or to found a new single tax enclave, or to lend money either for the purchase of such additional land, or for founding such new enclave, or shall turn over such half to a Board of Trustees, if and whenever there is one created by Fiske Warren, to receive and use such payments for such purposes as may be specified in the instrument creating such Board of Trustees, or until such Board is created may hold any such sum with power to turn the same over to such Board when it is created, or if none is created within five years from January 1, 1918, to use such money for any of the other purposes above enumerated, and the Trustees may apply said half of such balance to any of the foregoing purposes, or in such shares as they think fit to one or more of said purposes.

(2) The Trustees shall pay over the other half of such balance to a Board of Trustees if and whenever there is one created by said Fiske Warren as in clause (A) above set forth, and until such Board is created shall hold the same and turn it over to such Board when such Board is created, or if no Board is created within five years after January 1, 1918, shall apply the fund then held by them in the same manner as provided in clause (A) above, and shall thereafter use the second half of said balance in the same manner as above provided with respect to the first half.

(3)¹ The Trustees shall have the power to acquire additional real estate on such terms as in their discretion they think fit, including

<i>Powers as to Acquiring Additional Land</i>	power to purchase wholly or in part on credit, to take the same subject to a mortgage, or themselves to borrow money on the credit of such real estate, and to mortgage the same as security or guaranty, or, subject to the provisions as to application of income above set forth, to charge the rental received from such additional land, or from all or any part of the land held by them including such additional land, with a payment to meet the interest on any unpaid purchase money and to pay off the purchase price, or any indebtedness therefor or for money borrowed to acquire such land, but they shall have no authority to create any legal liability on the part of the Community
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¹ By mistake in the original document this figure appears as (4).

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to pay for any such land or to create any legal obligation by which the rental of the said land can be reached and applied, except by their voluntary act in charging the same as above provided, to satisfy any claim for unpaid purchase money. The Trustees, with the approval of the Community, shall have power to suspend for such time as they think fit and the Community approves the rent payable under any lease; the rent so suspended shall constitute a first lien on the improvements (including any growing timber) on such land, and shall be payable with interest at the expiration of the term of suspension or upon the earlier termination of the lease; such lien may be enforced by seizure of such improvements and sale thereof, or in any way authorized by law. The Trustees may pledge any suspended rent as security for money borrowed by them. The Trustees may, with the approval of the Community, at any time sell any of the trust property not then under lease and convey the same to the purchaser free from any trust; the proceeds of any property so sold may be applied to any purpose to which surplus income is applicable, and no purchaser shall be responsible for the application which the Trustees make of the purchase money.

(4)¹ The powers of the Trustees as to borrowing shall include the power:

(A) To borrow money to an amount equal in the aggregate with all loans at the time outstanding to the value as determined by the Trustees of the land owned by them, exclusive of improvements thereon, less a deduction of one (1) per cent of the value of each parcel for each year from the date of its acquisition to the date of such borrowing, to make every such loan on such terms as they think fit, and issue therefor such evidences of indebtedness as they elect, including, without restricting the generality of the foregoing words, bonds, notes and certificates of indebtedness; for the purposes of this provision the value of land shall be determined by multiplying the gross rent received during the preceding year by one hundred and dividing it by five or other figure representing the then legal rate of interest in Andorra; such right to borrow money shall include a right to borrow on the terms of paying a fixed sum yearly or oftener for a term of years or the life or lives of any person or persons, or other period, by way of interest or amortization; a debt consisting of an agreement to pay annually a fixed sum during a fixed period or for a life or lives shall be the present

¹ By mistake in the original document this figure appears as (5).

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worth at the time of computation of said annual payment, determined upon the basis of the legal rate of interest then prevailing in Andorra (unless a different rate shall be specified in the agreement with the annuitant) and the number of years during which the fixed payment is to continue, taking in the case of an annuity upon a life or lives the expectation of life or lives according to the experimental tables of America;

(B) To secure any loan by mortgage of all or any part of the land owned by the Trustees in such form and on such terms as they think proper, including power to make an open mortgage which shall provide for securing other indebtedness that may be subsequently contracted, and including power to provide or not, as they think fit, so far as may be consistent with any lease or leases or any particular parcels thereof then in force or thereafter to be given that the mortgage shall or shall not, as the case may be, give any title to improvements then existing or that may hereafter be put upon such land or any parcel or parcels thereof;

(c) To extend any mortgage now or hereafter in force covering any of the trust property;

(D) In their discretion to insert in any lease as hereafter provided, and to agree with any existing or future lessee upon modifying such lease by including therein a provision authorizing the Trustees to mortgage the land covered by such lease in the manner and on the terms above specified.

(E) To relieve any person lending money to them from all obligation to see to the application of the money loaned or to determine any fact authorizing the action of the Trustees and by them alleged to exist.

(5)¹ No person paying money as rent or otherwise to the Trustees shall be bound to see to the application thereof, and no person in good faith receiving money from the Trustees shall be bound to inquire whether the payment is made in accordance with the terms of this trust.

*Responsibility
of Payors
and Payees*

(6) The Trustees shall collect from any and every natural resource, including all mineral, coal, oil and natural gas brought to the surface of any land, the value of such resource as it lay in the ground without any improvements for making use of it or bringing it to the surface, and shall pay over the amount collected to a Board of Trustees,

¹ By mistake in the original document this figure appears as (6).

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if and whenever there is one created by said Fiske Warren, to be used for purposes to be specified in the instrument creating such Board; and until such a Board is created shall be held and accumulated by the Trustees hereunder, and if within five years from January 1, 1920, no such Board has been created, then the Trustees hereunder may use said fund already accumulated, and all further amounts so collected, for any other purpose authorized by this instrument of such a nature as to constitute a capital expense.

FOURTH: All the lessees and persons domiciled in the enclave shall be members of the association. This organization shall exist whenever twenty (20) lessees shall have so organized, or the Community may be organized with a minimum of ten (10), subject to the approval of the Trustees.

FIFTH: Any Trustee may resign his trust by notarial act announced to the other Trustees. Whenever a vacancy exists in the number of Trustees, the remaining Trustees shall appoint a new Trustee or Trustees. This appointment must be confirmed by a majority of those voting in a general meeting, if the Community is organized, called expressly for this purpose and in the manner prescribed by the Constitution. The appointment shall be made by public notarial document. The new Trustee elected shall have the same rights and obligations as the other Trustees. Pending the appointment of a new Trustee, the others shall assume all the rights and powers of the Trust and shall exercise them as if their number were complete.

SIXTH: Except as otherwise provided herein, all action by the Trustees must be the unanimous act of all the Trustees for the time being, but any Trustee may delegate to another Trustee such part of his powers for such time as he indicates and thinks proper; such delegation by a Trustee or by the Board may at any time be revoked by him or by the Board. Any Trustee may so delegate his power to act in respect to any matter in which he has a personal interest, and may then deal with the Trustees free from any fiduciary obligation as to such matter.

SEVENTH: This declaration of trust may be amended or terminated at any time by instrument in writing signed by a majority of the Trustees and approved in writing by a majority of the members for the time being of the enclave of St. George, but no such amendment shall impair any

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of the rights of a lessee from the Trustees under his lease, or shall provide for any other distribution or disposition of the land than is herein provided for.

EIGHTH: Upon the termination of this Trust as indicated in the previous article, the Trustees shall convey all the trust property then in their hands, subject to any leases then outstanding, absolutely and free from any trust, to such person or persons or body corporate as a majority of the Trustees for the time being and a majority of the members for the time being of the Community shall in writing determine, or upon failure to agree, or if for any reason there is no longer any Community, then to the parish of Andorra la Vella, or to the parishes in which the lands are situated. Such conveyance shall be upon the terms that all the leases at the time outstanding shall remain in force; the lessees shall be bound to pay as rental such amount as may be agreed upon between them and the grantee of the reversion as a fair equivalent according to the circumstances of the time of the economic rent less any taxes and assessments required to be paid by the lessee, which by the terms of the lease should be paid by the lessor; in case the grantee and lessee cannot agree upon such equivalent, it shall be determined by arbitration. If at the time of the conveyance the payments to be made to the said Fiske Warren, or to any other person, for land acquired, have not terminated, the grantee shall continue bound to make such payments to the same extent to which the Trustees would have been bound to make payments.

NINTH: Wherever a reference to arbitration is provided in this instrument, such reference shall be to three disinterested persons, each party interested choosing one out of three persons named by the other, and the third being selected by the two so chosen; the award in writing of the majority of the referees shall be conclusive and final upon the parties.

TENTH: A notarial act signed by a majority of the Trustees, stating that certain persons constitute a majority of the members of the enclave, or reciting the existence of any fact the existence of which is required to authorize any action taken by the Trustees shall, as to third persons acting in reliance thereon, be conclusive evidence of such statement therein contained or of the existence of such fact.

ELEVENTH: The Trustees, whenever there is no organized Commu-

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nity in existence, may exercise all the powers of the same with all the faculties and limitations of this trust.

TWELFTH: Without intending to create hereby an obligation, the Trustees will provide that the Community of St. George shall form itself under the constitution annexed to this deed of trust.

LEASE

THE Trustees of St. George, under deed of trust dated September 27, 1918, made before the notary, Don Domingo Palmitjavila y Moles, hereinafter called the lessors, which expression shall include their successors in trust whenever the context permits, hereby demise and lease unto _____ of _____, hereinafter called the lessee, which expression shall include the heirs, executors, administrators and assigns of the lessee, wherever the context permits, the following described parcel of land in St. George, Parish of Andorra la Vella, Republic of Andorra, to wit:

TO HAVE AND TO HOLD for the term of _____ years, beginning A.D. 19____, upon the following terms and conditions: The lessee by accepting this lease becomes a member of the Community of St. George and accepts and covenants to be bound by the constitution and ordinances of said Community, and by all the provisions of said Deed of Trust including any amendments duly made thereto, and covenants with the lessors:

1. To pay annually in advance to the lessors, on the 25th day of March of each year, beginning the 25th of March next, as annual rent, a sum equal to the full economic rent for one year of said parcel of land, exclusive of improvements thereon, as such rent may from year to year be fixed by the Trustees or by the Community of St. George, in agreement with the lessee subject to revision by arbitration as provided in said deed of trust.
2. To pay to the lessors for whatever part of any natural resource shall be brought to the surface of the land an amount of money of a value equal to the value of such resource as it lay in the ground, every time that it is brought up, or at periods agreed upon by both sides. The amount payable shall be fixed by the Trustees or the Community in agreement with the lessee or by arbitration as provided in the deed of trust.

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3. To observe and comply with all the ordinances or rules enacted by the Community of St. George, and not to permit any person to remain on the premises who refuses to obey them.

4. To permit the lessors in their discretion, in the name and behalf of the lessee, to apply for and prosecute any proceedings for an abatement of any tax or assessment assessed to the lessee which under the terms of the lease would be payable by the lessors.

5. To permit all or any part of the leased premises to be taken by said Community in such manner as its form of organization provides for any public use for the Community upon payment of damages determined in the manner provided in said deed of trust.

6. During the continuance of this lease not to cut or intentionally injure or destroy any tree growing on the demised premises that is more than ten (10) centimetres in diameter at a point of forty-five (45) centimetres above the ground, without the written consent of the Trustees, except that trees which were not growing on the demised premises January 19, 1916, may be cut and removed by the lessee.

The lessors covenant with the lessee:

To apply all rent collected from premises leased by them under said Deed of Trust to the following objects in the order specified:

(A) To the payment in full, or ratably if they cannot pay in full, of all taxes and assessments upon all the land which is or shall be in the future under this trust, including the improvements on said land, whether fixed or movable, and all interest on any mortgage or any other charge which covers said land or a part thereof.

(B) To the objects and in the manner which the Deed of Trust, or any amendment thereof, may provide.

It is agreed by the parties hereto:

a. All improvements made by the lessee upon the demised premises shall be and remain the property of the lessee and may be removed by the lessee at any time before the termination of this lease, if the rent is not then in arrears, and may be sold by the lessee to any person with a like right of removal as if erected by him; any purchaser may in like manner and under the same conditions sell such improvements. The lessee or the purchaser of any improvements shall upon removing them be bound to leave the land in as

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good condition as when the improvements were first erected, and the Trustees may require reasonable security therefor as a condition of permitting such removal.

b. This lease may be terminated at any time by the lessors for breach of any covenant by the lessee continued for thirty (30) days after notice in writing demanding performance, delivered at or posted on the premises, except that there shall be no such termination for breach of the lessee's covenant numbered 3, unless the ordinance or regulation violated is approved by the Trustees and declares that its violation shall be a cause for termination.

c. The lessee may at any time terminate this lease by not less than sixty (60) days' notice in writing delivered to or posted with postage prepaid to the Trustees, but such termination shall not release the lessee from obligation to pay the full year's rental if the termination takes place in the course of a year.

CONSTITUTION¹

WE, lessees of the enclave of St. George, with the object of encouraging progress, industry and mutual helpfulness, organize or create our association under the following Constitution :

MEETINGS

ARTICLE 1.

This Community is organized under the name of the Community of St. George, and its communal affairs, except as already provided for in the deed of trust, shall be administered by the lessees themselves and their associates in public meeting assembled, and by such officers as they shall elect.

ARTICLE 2.

Every person domiciled in the enclave shall be a member of the association and shall have a voice in the general meetings; but only those who are holders of leases or heads of families residing in the enclave shall have power of voting, and each shall have one vote which he shall give either personally, or by his representative, delegate or attorney, and minors by their tutor or guardian.

A general meeting shall be held every month, and it shall be on the last Saturday of each month, at 7.30 p.m., in a place designated

¹ See Articles Fourth and Twelfth of the Declaration of Trust.

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for the purpose. Public notice shall be given of any change in the date, place or hour, whenever such shall occur, with the necessary preliminary interval.

In addition to this regular general meeting, the chairman of the Council shall call a special general meeting, whenever five or more of the residents or lessees shall demand it in writing over their signatures. The secretary of the corporation shall notify all lessees of such meeting, stating the time and object.

COUNCIL

ARTICLE 3.

The general meeting shall elect a Council consisting of three Representatives under the Hare System of proportional representation.

This Council shall serve until another is elected, and elections shall always be for the entire Council, and not for individual Representatives separately. Such election shall be held, whenever a majority of those voting in a meeting of the population determines to hold an election.

The Council shall elect its own chairman, and shall appoint a Treasurer, subject to confirmation by the meeting of the Community, a Clerk, and all such other officers as the meeting shall authorize.

The Council shall administer the affairs of the Community, subject to the authority of the meeting and the provisions of the Deed of Trust. It shall allot lands to applicants in the order of application, unless otherwise instructed by the meeting, and shall make yearly assessments of rent for the use of such lands, subject to appeal to the meeting. A statement of the aforesaid allotments and assessments shall be by them submitted to the Board of Trustees with the recommendation that corresponding leases be made out and rents collected.

All orders for the expenditure of communal funds shall be signed by some one of the Representatives and countersigned by another.

The Council shall appoint such standing committees and employ such persons as they may deem advisable, and undertake such public works, and expend such public funds as the village meeting may authorize.

CLERK

ARTICLE 4.

The Clerk shall be appointed by the Council, and shall perform such clerical duties as may be assigned to him. He shall also serve as clerk of the general meeting, and shall keep minutes of such meetings, and submit them for correction or approval at the next meeting.

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He shall receive applications for land, and keep a record of the same in order of application.

TREASURER

ARTICLE 5.

The Treasurer shall have charge of all communal funds not in the hands of the Trustees; shall keep accurate books of account, and shall submit the same for audit whenever requested. He shall pay out communal funds only upon an order made out and signed by any one of the Representers and countersigned by another.

He shall give such bond as may be required by the Council.

The accounts, both of the Trustees and of the Treasurer, shall be audited at least every six months by a committee of three appointed by the chairman of the general meeting.

AMENDMENTS

ARTICLE 6.

This Constitution may be amended, altered or abrogated by a majority vote of those present at any regular or special meeting, provided that notice of such meeting shall have been sent to every lessee at least a week before.

ARTICLE 7.

This Constitution shall go into effect as soon as it shall be signed by the required number of lessees.

SHAKERTON

The enclave of Shakerton had its beginning in the fall of 1921, when 6.07 acres of land in the town of Ayer, Massachusetts, one mile from the railway station and close to the eastern border of Camp Devens, were bought by the Trustees of Shakerton and leased to the former owners, who repurchased from the Trustees the buildings and other improvements. This land is situated on the line between Ayer and Harvard, and is contiguous to the new land in Harvard added to Tahanto in 1921. The Trustees of Shakerton are Roland B. Dixon and Fiske Warren. John McLaren is the only new lessee in 1923. He is converting a barn on the land leased into an apartment house.

A new form of rent-charge has been issued by the Trustees of Shakerton (see page 000), which differs from that of the rent-charges issued by the Trustees of Tahanto in that the former recognizes the desirability of providing in the payments to be made thereunder not only for the decreased purchasing power of money, as in the case of Tahanto, but for its increased purchasing power.

See Appendix II for ratio of rent roll to valuation of real estate and taxes.

DECLARATION OF TRUST

WHEREAS certain real estate in the town of Ayer, Massachusetts, has by deed of even date herewith been conveyed by Aaron Smith of Boston, Massachusetts, to Roland B. Dixon of Harvard, Massachusetts, and Fiske Warren of Harvard, Massachusetts, as joint tenants and not as tenants in common.

WHEREAS said Roland B. Dixon and Fiske Warren, hereinafter called the Trustees, have accepted said conveyance on the trusts hereinafter set forth:

NOW THEREFORE, we, the said Trustees, do hereby declare that we hold and stand seized of said real estate, and covenant with said Aaron Smith and all persons who may become interested hereunder that we will hold and stand seized thereof and of all other real estate or personal property that may hereafter be conveyed to us as such Trustees for the following purposes and upon the following trusts, to wit:

FIRST: *Name of Trust.* The Trustees under this instrument shall be known as the Trustees of Shakerton.

SECOND: *Use of Property, Leases.* The trustees shall from time to time set apart for public use by the members of the community hereinafter referred to such portions of the trust property not at the time leased as the community shall by action duly taken in accordance with its organization from time to time determine, and from time to time withdraw from such public use any of such property in accordance with directions given in like manner by the community; the Trustees shall from time to time grant leases for ninety-nine (99) years or shorter terms of such portions of said land not at the time set apart for public use as they think fit, and the com-

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munity hereinafter referred to, if in existence, approves, to such persons, including corporations, as may apply therefor and may be approved by said community, or, if there is at the time no organized community, by the Trustees. Such leases shall

(1) *Rental, Arbitration as to Amount.* Provide for an annual rental equal to the full economic rent of the land leased, such rental to be determined from year to year by the Trustees until there is an organized community as hereinafter provided for, and whenever there is such an organized community by it, in such manner as its organization may provide; any leaseholder aggrieved by the action of the Trustees or of the community fixing the rent to be paid by him in any year, may require an arbitration to fix the amount of the rental; the Trustees may if they deem the rent to be paid by any leaseholder in any year as fixed by the community too low, require an arbitration between themselves and such leaseholder to fix the amount of the rental, or if they deem the rent too high may require an arbitration between themselves and the community to fix the amount of the rental; every arbitration shall be in the manner provided in this deed of trust and the decision of the arbitrators fixing the rent shall be final;

(2) Provide for payment by the leaseholder to the lessors for whatever part of any natural resource shall be brought to the surface of the land of an amount of money of a value equal to the value of such part of such resource as it lay in the ground, such payments to be made periodically at times fixed by the lessors. The amount payable shall be fixed by the Trustees or by the community if and whenever there is an organized community in existence with the same rights to revision by arbitration as above provided in respect to rent;

(3) Provide that all improvements upon the leased land made or acquired by the lessee shall be the property of the lessee, and may be removed from the land by the lessee or by any person purchasing or otherwise acquiring the same from the lessee at any time before the termination of the lease, if the rent is not then in arrears, and if sold or otherwise transferred to a new tenant of the same land before the right of removal terminates may be held by the latter with the same right of removal as if made by him; any improvements not removed before the right of removal terminates shall become the property of the Trustees, but may be released and removal thereof may be permitted by them on such terms as they think fit;

(4) *Taxes.* Provide that the Trustees will from the income (not including payments for natural resources) received from real estate from time to time to the extent of such income pay all taxes and assessments that may be lawfully assessed upon all the land from time to time held by them and upon all improvements thereon, whether assessed as real estate or personal property, and all interest upon any mortgage or other incumbrance covering such land or any of it;

(5) *Proceedings for Abatement of Taxes.* Provide that the Trustees may in their discretion, in the name and behalf of any lessee, apply for and prosecute any proceedings for an abatement of any tax or assessment assessed to such lessee which under the terms of the lease would be payable by the Trustees;

(6) *Taking for Public Use.* Provide that the land of any lessee, or any part thereof, including any improvements thereon, may, at any time, by action of the community, when there is an organized community, in such manner as its form of organization may provide, be restricted in its private use, or taken for public use, by the community; all such restrictions shall be for the regulation of the purposes for which, or of the manner in which, property in a specified area shall be used; and such taking for public use shall include the right to relet or to sell or assign the prop-

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erty taken for private use subject to such restrictions; in case of any such restriction or taking, the community shall award damages, if the lessee has suffered any damage thereby; but no such damages shall be awarded for alleged loss based upon the value of the leasehold interest in the land; in case the lessee is dissatisfied with the sum awarded, the damages to be paid shall be determined by arbitration;

(7) *Restrictions on Use and Termination.* Provide that the lessee shall be subject to such restrictions on the purposes for or the manner in which the land shall be used as the Trustees may therein provide and that the lease may be terminated for violation of any such restrictions or violation of such reasonable ordinances as the community may from time to time enact and declare to be a cause for termination, and as the Trustees approve;

(8) *Adherence to Community.* Provide that every leaseholder by acceptance of a lease becomes a member of the community and if there is an organized community thereby accepts its constitution and ordinances;

(9) Provide that in case the land leased is outside the present boundaries of the town of Ayer the lease may in the discretion of the Trustees provide that the Trustees may at any time sell the reversion in the lease to the Trustees under any substantially similar declaration of trust covering any land in the town in which the leased land is situated, and that upon such sale or at any time thereafter the lessee will upon request surrender his lease and simultaneously take from such purchasing Trustees a lease for the unexpired balance of the term in such form as is then in use by such purchasing Trustees.

The leases shall be substantially in the form hereto annexed except so far as the Trustees may from time to time, with the approval of said community, change the provisions thereof other than those enumerated above. The Trustees, with the approval of the community, may with the consent of the individual lessee change such excepted provisions as to any particular lease.

THIRD: The Trustees shall have the following powers and obligations:

1. *Use of Income.* They shall apply the income received by them from all the land from time to time held by them in trust, except payments for natural resources brought to the surface, to the following purposes, in the following order, payments in each class to be made in full or ratably if they cannot be made in full:

(A) *Taxes.* To pay all taxes and assessments that may be lawfully assessed upon all the land from time to time so held by them and upon all improvements thereon, whether assessed as real estate or personal property, and all interest upon any mortgage or other incumbrance covering such land or any of it.

(B) To pay all the reasonable and proper expenses, other than those herein specifically enumerated, of administering their trust, but not including any compensation for their own services.

(c) *Payment to Georgian Trust.* To pay annually to the Trustees under declaration of trust dated September 3, 1920, known as The Georgian Trust, their successors in trust or assigns a sum not less than one (1) dollar until the total sum of one hundred (100) dollars shall, together with interest on the unpaid balance each year at the rate of three and one-third per cent per annum, have been so paid, and shall pay in like manner to any other person from whom land may hereafter be acquired such sum by instalments, including interest on the unpaid balance as agreed upon, as may at the time of such acquisition be fixed.

(D) To pay such sums as may from time to time by action of the Trustees be charged by agreement or otherwise on the annual rental.

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(E) To pay any indebtedness incurred in connection with acquiring new land or for money borrowed for the purpose of the trust that may become due and not be paid from other sources or be provided for by extension, loan or otherwise.

(F) To reserve each year by action of a majority of the Trustees such sum, if any, not exceeding in any year ten (10) per cent of the gross income for such year as such majority may determine to be set apart, as a contingent fund, and used at such time thereafter as such majority think proper for any purpose authorized by the trust, including acquisition of additional land and property thereon.

(G) To pay all taxes and assessments levied under the laws of the Commonwealth of Massachusetts on tangible personal property, other than improvements, situated on the trust real estate and belonging to members of the community, or to persons who if twenty-one (21) years of age would be members of the community.

(H) To pay all poll taxes levied under the laws of Massachusetts upon members of the community residing in the enclave, and all charges for registration of or licenses to operate automobiles (or motorcycles) located within the enclave granted by the Commonwealth of Massachusetts to members of the community residing in the enclave or persons being minors so residing who would have been members if twenty-one (21) years of age.

(I) To distribute at such times in each year as they think fit, among the persons living at the beginning of such year (or their legal representatives) who in the preceding year

(1) were members of the community, or being minors would have been members if twenty-one (21) years of age;

(2) resided in the enclave;

(3) were (if more than twenty-one (21) years of age) registered voters of the town; and

(4) paid a tax assessed under the laws of Massachusetts upon personal property other than tangible personal property included in clause (G) above or upon income, such amount, if any, as said Trustees think fit not exceeding the whole and not less than a half of a sum which bears the same proportion to the taxes assessed in such preceding year on the real estate held by the Trustees, including the buildings thereon, that the aggregate taxes on such personal property and income assessed in Massachusetts in such preceding year bears to the aggregate taxes assessed in such year on all real estate in Massachusetts including the buildings thereon. Such distribution shall be made as hereinafter provided.

(J) To distribute at such times in each year as they think fit, among the persons who living at the beginning of such year (or their legal representatives)

(1) were members of the community, or being minors would have been members if twenty-one (21) years of age;

(2) resided in the enclave;

(3) were (if more than twenty-one (21) years of age) registered voters of the town; and

(4) paid a tax under the laws of the United States upon income or profits (including surtaxes), such amount, if any, as said Trustees think fit not exceeding the whole and not less than a half of a sum which bears the same proportion to the taxes assessed in such preceding year on the real estate held by the Trustees, including the buildings thereon, that the aggregate taxes on income or profits assessed in Massachusetts in such preceding year bears to the aggregate taxes assessed in such year

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on all real estate in Massachusetts including the buildings thereon. Such distribution shall be made as hereinafter provided.

(K) To distribute at such times in each year as they think fit, among such executors or administrators of deceased persons who at death

(1) were members of the community, or being minors would have been members if twenty-one (21) years of age;

(2) resided in the enclave;

(3) were (if more than twenty-one (21) years of age) registered voters of the town;

as have in their capacity as such executors or administrators in the preceding year paid any tax, or taxes, under the laws of Massachusetts in the nature of an inheritance, succession or legacy tax on the estate of such decedent, such amount, if any, as said Trustees think fit, not exceeding the whole and not less than a half of a sum which bears the same proportion to the taxes assessed in such preceding year on the real estate held by the Trustees, including the buildings thereon, that the aggregate taxes in the nature of inheritance, succession or legacy taxes received by the Commonwealth of Massachusetts in such preceding year bears to the aggregate taxes assessed in such year on all real estate in Massachusetts, including the buildings thereon. Such distribution shall be made as hereinafter provided.

(L) To distribute at such times in each year as they think fit, among such executors or administrators of deceased persons who at death were, and for five (5) years next preceding had been lessees or members of the community, as have in the preceding year paid any tax or taxes under the laws of the United States in the nature of an estate, inheritance or succession tax, such amount, if any, as said Trustees think fit, not exceeding the whole and not less than a half of a sum which bears the same proportion to the taxes assessed in such preceding year on the real estate held by the Trustees, including the buildings thereon, that the aggregate taxes in the nature of estate, inheritance or succession taxes received by the United States from the estates of deceased persons in Massachusetts in such preceding year bears to the aggregate taxes assessed in such year on all real estate in Massachusetts, including the buildings thereon. Such distribution shall be made as hereinafter provided.

(M) To distribute at such times in each year as they think fit, among such persons who at the time are and during the preceding year were

(1) members of the community, or being minors would have been members if twenty-one (21) years of age;

(2) resided in the enclave;

(3) were (if more than twenty-one (21) years of age) registered voters of the town, and during said preceding year have imported into the land area held by the Trustees of Shaketon from foreign countries goods on which they have paid customs duties for which they show official receipts, such amount, as said Trustees think fit, not exceeding nine-tenths and not less than one-tenth of a sum which bears the same proportion to the taxes assessed in such preceding year on the real estate held by the Trustees, including the buildings thereon, that the aggregate customs taxes levied for Massachusetts (computed by multiplying the per capita customs taxes in the United States by the population of Massachusetts, as shown by the official census (whether State or Federal) last published) bears to the aggregate taxes assessed in such a year on all real estate in Massachusetts, including the buildings thereon.

The community by vote of a majority of those present at a meeting called for the purpose, or if there is no organized community the Trustees by unanimous vote

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may from time to time exclude from participation in any benefit under this clause (M) any member suspected of practices subversive of the object of the clause as interpreted and determined by such meeting or by the Trustees as the case may be.

(N) Every distribution under the five preceding clauses shall be made only among such of the persons specified in the respective clauses as shall make written demand therefor between July 1 and December 31 of the year preceding the year in which such payment is to be made. Such distribution shall be made in equal shares per capita (the executors or administrators of a deceased person to count as one only), except that no person in any class shall receive a sum in excess of the taxes, or such fractional part thereof as the Trustees may fix, so paid by such person in such preceding year; any part of an equal per capita share so withheld shall be divided equally among the other shares subject to the same limitation. The provision of the five preceding clauses shall be applicable as to taxes levied by the Commonwealth of Massachusetts or the United States under laws now in force or any amendments thereof or substitutes therefor levying taxes of a similar nature. The decision of the Trustees as to whether any tax falls within the provision of any of said clauses shall be final.

2. *Public Purposes.* After making the foregoing payments the Trustees shall pay over the surplus remaining to the community hereinafter referred to for application to public uses in the sense hereinafter defined, up to an amount equal in the aggregate to a percentage of the gross rent received by the Trustees during the first fiscal year in which year rent was collected equal to one per cent of such first year and one additional per cent for each year elapsed since the end of such first year, together with a percentage of the increase in the second year over such first year, equal to one per cent for such second year and one additional per cent for each year elapsed since the end of such second year, together with a like percentage of the increase, if any, of gross rental in each succeeding year over the preceding year, equal to one per cent for such succeeding year and one per cent additional for each year since elapsed. From the balance of such surplus there shall be paid so far as the surplus suffices such sums as will satisfy all obligations of the Trustees specifically charged upon such surplus. Of the remainder, if any, of such surplus one-half shall be paid to The Georgian Trust so-called, if then in existence; and the other half, or all, if The Georgian Trust is not then in existence, shall, at the discretion of the Trustees, be used for the acquisition of additional real estate for the enclave of Shakerton; or to found, acquire real estate for, pay the debts incurred in the acquisition of real estate for, or lend money to, any new or existing single tax enclave, or shall be paid to the community for application to public uses in addition to the amount previously above provided, or shall be applied in such shares as they see fit to one or more of said purposes. Public uses for the purposes of this article shall be uses public in the sense that they cannot be left to individuals without giving one an advantage over others and including hiring any real estate for public use, and the acquisition of additional real estate together with whatever personal property may reasonably be purchased as a part of the transaction, to be held by the Trustees hereunder, the Trustees to sell within a reasonable period any improvements on land so acquired except so far as such improvements are retained for public use of the community. In case and whenever there is no organized community to which the income can be paid over as hereinabove provided, the Trustees shall themselves apply such surplus income to such public uses for the common benefit of their lessees, or in their discretion may pay the same to the town of Ayer.

The Trustees shall collect from any and every natural resource, including all mineral, coal, oil and natural gas brought to the surface of the land, the value of

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such resource as it lay in the ground without any improvements for making use of it or bringing it to the surface and shall pay over the amount collected to The Georgian Trust so-called, or if and whenever said Georgian Trust is not in existence, shall hold all such sums as capital and as a part of the trust property with full power of investment and reinvestment, and shall apply the net income therefrom as a part of the income derived from the land held in trust to the purposes hereinbefore specified.

3. *Powers as to Acquiring Additional Land.* The Trustees shall have power to acquire additional real estate on such terms as in their discretion they think fit, including power to purchase wholly or in part on credit, to take the same subject to a mortgage, or themselves to borrow money on the credit of such real estate and to mortgage the same as security, or subject to the provisions as to application of income above set forth to charge the rental received from such additional land, or from all or any part of the land held by them, including such additional land with a payment to meet the interest on any unpaid purchase money and to pay off the purchase price, or any indebtedness therefor or for money borrowed to acquire such land, but they shall have no authority to create any legal liability on the part of the community to pay for any such land or to create any legal obligation by which the rental of any land can be reached and applied, except by their voluntary act in charging the same as above provided, to satisfy any claim for unpaid purchase money. The Trustees, with the approval of the community, shall have power to suspend, for such time as they think fit and the community approves, the rent payable under any lease; the rent so suspended shall constitute a first lien on the improvements (including any growing timber) on such land, and shall be payable with interest at the expiration of the term of suspension or upon the earlier termination of the lease; such lien may be enforced by seizure of such improvements and sale thereof, or in any way authorized by law. The Trustees may pledge any suspended rent as security for money borrowed by them. The Trustees may with the approval of the community at any time sell any of the trust property not then under lease and convey the same to the purchaser free from any trust; the proceeds of any property so sold may be applied to any purpose to which surplus income is applicable, and no purchaser from the Trustees shall be responsible for the application of the purchase money.

4. The powers of the Trustees as to borrowing shall include the power:

(A) to borrow money from time to time to an amount equal, in the aggregate, with all loans at the time outstanding, to the value, as determined by the Trustees, of all the land owned by them, exclusive of improvements thereon, less a deduction of one (1) per cent of the value of each parcel for each year from the date of its acquisition to the date of such borrowing, to make every such loan on such terms as they think fit, and issue therefor such evidences of indebtedness as they elect, including, without restricting the generality of the foregoing words, bonds, notes and certificates of indebtedness; for the purpose of this provision the value of land shall be determined by multiplying the gross rent received during the preceding year by one hundred and dividing it by six or other figure representing the then legal rate of interest in Massachusetts; such right to borrow money shall include a right to borrow on the terms of paying a fixed sum yearly or oftener for a term of years or for the life or lives of any person or persons, or other period, by way of interest and amortization;

(B) to grant rent-charges upon any part or parts of the trust estate or upon all of it, in such form and on such terms as they think fit; such rent-charges shall be included in computing the indebtedness for the purpose of limitation on borrowing power under the foregoing clause, each rent-charge being taken for the purpose

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at the present value, at the time of the computation, of an annuity of like amount payable for the unexpired term on a six per cent basis;

(c) to secure any loan by mortgage of all or any part or parts of the land owned by the Trustees in such form and on such terms as they think proper, including power to make an open mortgage which shall provide for securing other indebtedness that may be subsequently contracted or other evidences of indebtedness subsequently issued, and including power to provide or not, as they think fit, as to any or all land so mortgaged so far as may be consistent with any lease or leases of any particular parcels thereof then in force or thereafter to be given, that the mortgage shall or shall not, as the case may be, give any title to improvements then existing or that may thereafter be put upon such land or any parcel or parcels thereof;

(d) to extend any mortgage now or hereafter in force covering any of the trust property;

(e) in their discretion to insert in any lease hereafter given a provision, and to agree with any existing or future lessee upon modifying such lease by including therein a provision, authorizing the Trustees to mortgage the land covered by such lease alone or with other land in the manner and upon the terms above specified;

(f) to relieve any person lending money to them from all obligation to see to the application of the money loaned or to determine any fact authorizing the action of the Trustees and by them alleged to exist.

5. The Trustees may make a sale or conveyance of leased land to the Trustees under any declaration of trust similar to this covering land in the same town in which such leased land lies.

6. No person paying money as rent or otherwise to the Trustees shall be bound to see to the application thereof and no person in good faith receiving money from the Trustees shall be bound to inquire whether the payment is made in accordance with the terms of this trust.

FOURTH: The community herein referred to shall consist of all the persons not less than twenty-one (21) years of age for the time being holding leases from the Trustees, the wife or husband of a leaseholder, and of such other persons not less than twenty-one (21) years of age residing on the trust estate, as may by any form of organization adopted by such leaseholders be associated with them. The community shall exist as an organization whenever not less than twenty (20) leaseholders have so organized or with the written approval of the Trustees whenever not less than ten (10) leaseholders have so organized, and shall continue so long as such organization is maintained and not less than twenty (20) leaseholders remain members, or with the written approval of the Trustees as long as not less than ten (10) leaseholders remain members. The words "members of the community" wherever used shall, unless plainly inconsistent with the context, mean the persons above described as forming the community irrespective of whether there is or can be an organized community as above defined or not.

FIFTH: *Resignations, Vacancies, New Trustees.* The Trustees may at any time in the manner hereinafter provided for filling a vacancy add one to their number and thereafter the number of Trustees shall be three. Any Trustee under this instrument may resign his trust by instrument in writing delivered to his co-trustees or co-trustee and recorded in Middlesex South District, Massachusetts, Registry of Deeds. Whenever a vacancy from any cause exists in the number of Trustees, the surviving or remaining Trustees shall by instrument in writing recorded in said Registry of Deeds appoint a new Trustee or Trustees, who shall upon confirmation by said community by a vote of a majority of such members as are present and vote at a meeting called for the purpose in such manner as the

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form of community organization may provide, or without confirmation if no organized community is in existence, forthwith and without the necessity of any conveyance become vested jointly with such surviving or remaining Trustees or Trustee with the same rights, powers, titles and estate as if originally appointed a Trustee hereunder. Pending the appointment of a new Trustee, the surviving or remaining Trustees or Trustee may exercise all the powers of the Trustees hereunder.

SIXTH: *Action by Trustees, Delegation of Powers.* Except as otherwise herein expressly provided, all action by the Trustees must be the unanimous act of all the Trustees for the time being, but any Trustee may delegate to another Trustee such part of his powers for such time as he thinks proper by instrument in writing, and the Board of Trustees may in like manner delegate to any one of their number such part of the powers of the Board for such time as they think proper; any such delegation by a Trustee or by the Board may at any time be revoked by him or by the Board. Any Trustee may so delegate his power to act in respect to any matter in which he has a personal interest, and may then deal with the Trustees free from any fiduciary obligation as to such matter. If such delegation shall concern the sale of land to the Trustees and the community shall then be in existence, the price agreed upon shall then be laid before a meeting of the community for its approval. If the community disapproves, the price shall be referred to arbitration between the community and the Trustee, the standard of value to be applied by the arbitrators being the fair market price at the time of the agreement. The Trustees may by instrument in writing authorize the Council of the community to act as their agents in any matter and may revoke such authority; so far as authorized by the community expenses incurred in so acting shall be paid from the funds of the community.

SEVENTH: *Amendments and Termination.* This declaration of trust may be amended or terminated at any time by instrument in writing executed by a majority of the Trustees for the time being and approved in writing by a majority of the members for the time being of the community of Shakerton, or approved at each of two meetings held within not more than two months of each other and not less than one month apart, called by notice in writing to all members, such call giving notice of the proposed amendment and such approval being in each case by affirmative vote of a majority of all the members of the community, or by affirmative vote of a majority, consisting of not less than ten individual members present in person or by proxy, of those so present at such meeting and voting, but no such amendment shall impair any of the rights of a lessee from the Trustees under this lease, or shall provide for any other distribution or disposition of the trust property free from the trust than is herein provided for.

EIGHTH: *Duration of Trust.* Unless sooner terminated as hereinbefore provided, this trust shall continue until the expiration of twenty-one (21) years after the death of whichever of the following named persons dies last, to wit: M. Phillips Mason, said Fiske Warren, said Roland B. Dixon; Sarah Warren, Martha Warren, Jeannette Warren, Georgia Warren and Josephine Warren, being children of Joseph A. Warren; and Rachel Warren Lothrop, Marjorie Warren and Hamilton Warren, being children of said Fiske Warren; and Samuel K. Lothrop, Jr., and Joan Patricia Lothrop, being children of said Rachel Warren Lothrop; and Helena Elisabeth Mason and Richard Phillips Mason, being children of said M. Phillips Mason; and Janet Warren Shaw, Catherine Warren Shaw, Mary Warren Shaw, Rhoda Warren Shaw and Lois Warren Shaw, being children of Lois Warren Shaw.

NINTH: *Final Disposition of Property.* Upon the expiration or prior termination of this trust the Trustees shall convey all the trust property then in their

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hands, subject to any leases then outstanding, absolutely and free from any trust, to such person or persons or body corporate as a majority of the Trustees for the time being and a majority of the members for the time being of the community shall in writing determine, or upon failure to agree, or, if for any reason there is no longer any community, then to the town of Ayer. Such conveyances shall be upon the terms that all leases at the time outstanding shall remain in force; the lessees shall be bound to pay as rental such amount as may be agreed upon by them and the grantee of the reversion as the fair equivalent from time to time of the economic rent less any taxes and assessments required to be paid by the lessee, which by the terms of the lease should be paid by the lessor; in case the grantee and lessee cannot agree upon such equivalent it shall be determined by arbitration. If at the time of conveyance the payments to be made to said Fiske Warren, or to any other person, for land acquired have not terminated, the grantee shall continue bound to make such payments to the same extent to which the Trustees would have been bound to make payments.

TENTH: Arbitration. Wherever a reference to arbitration is provided for in this instrument, such reference shall be to three disinterested persons, each party interested choosing one out of three persons named by the other, and the third being selected by the two so chosen; the award in writing of a majority of the referees shall be conclusive and final upon the parties.

ELEVENTH: Authentication of Facts. A certificate signed and sworn to by a majority of the Trustees for the time being and recorded in said Middlesex South District Registry of Deeds, stating that certain persons constitute all or a majority of the members of said community, or reciting the existence of any fact the existence of which is required to authorize any action taken by the Trustees, shall as to third persons acting in reliance thereon be conclusive evidence of such statement therein contained, or of the existence of such fact.

TWELFTH: Whenever the approval of the community is required for any act, such approval may be given by a majority vote of members present and voting at a general or special meeting. If and whenever there is no organized community in existence, the Trustees may exercise alone any power which by this instrument may be exercised by them with the approval of the community, or a majority of its members.

THIRTEENTH: In every written lease, deed, mortgage or contract which the Trustees may make, reference shall be made to this instrument, and the person or corporation contracting with the Trustees shall look only to the funds and property of the trust for payment under such contract or for payment of any mortgage debt, judgment or decree or of any money that may otherwise become due or payable by reason of the failure on the part of the Trustees to perform such contract in whole or in part, and no Trustee present or future shall be personally liable therefor. The Trustees shall be responsible only for wilful breach of trust, and no Trustee shall be liable for allowing any other Trustee or Trustees to have possession of the trust books, or to make collections, or to have the sole custody of the trust moneys, and no Trustee shall be responsible except for his own acts. No bond or surety shall ever be required of any Trustee acting hereunder.

IN WITNESS WHEREOF, we, the said Roland B. Dixon and said Fiske Warren, have hereunto set our hands and seals this 29th day of November, A.D. 1921.

Roland B. Dixon { S. }
Fiske Warren { S. }

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Commonwealth of Massachusetts.
Middlesex, ss.

Ayer, Nov. 29, 1921

Then personally appeared the above-named Fiske Warren and acknowledged the foregoing instrument to be his free act and deed, before me,

Ralph L. Hastings, *Justice of the Peace*

My commission expires: Aug. 30, 1923.

Cambridge, Mass., Dec. 1, 1921

At 4 o'clock and 45 minutes P.M. received and entered with Middlesex So. Dist. Deeds, Book 4477, Page 323.

Attest:

Thos. Leighton, Jr., *Reg.*

LEASE

The Trustees of Shakerton, under declaration of trust dated November 29, A.D. 1921, and recorded with Middlesex County, Massachusetts, South District Deeds, book 4477, page 323, hereinafter called the Lessors, which expression shall include their successors in trust and assigns, wherever the context permits, hereby demise and lease unto

of _____, hereinafter called the Lessee, which word and any pronoun referring thereto shall in this instrument be read as singular or plural according as at the time there is one Lessee or two, and shall wherever the context permits include the heirs, executors, administrators and assigns of the Lessee or Lessees, the following described parcel of land in Shakerton, in the town of Ayer in said Middlesex County, *to wit:*

TO HAVE AND TO HOLD to the said _____ and his heirs, executors, administrators and assigns for the term of _____ years, beginning _____, A.D. 19____, upon the following terms and conditions: The Lessee by accepting this lease becomes a member of the Community of Shakerton and, if and whenever there is an organized Community in existence, thereby accepts and covenants to be bound by its constitution and ordinances; the Lessee by accepting this lease also accepts and covenants to be bound by all the provisions of said declaration of trust including any amendments duly made thereto, and covenants with the Lessors:

1. To pay annually in advance to the Lessors, on the first day of April of each year beginning April first next, as annual rent a sum equal to the full economic rent for one year of said parcel of land, exclusive of improvements thereon, as such rent may from year to year be fixed by the Lessors or by the Community of Shakerton, subject to revision by arbitration as provided in said declaration of trust.

2. To observe and comply with and not to permit any person to occupy or be upon the demised premises who fails or refuses to observe and comply with all reasonable ordinances and regulations that may from time to time be enacted by the Community of Shakerton, in accordance with its constitution.

3. To pay to the Lessors for whatever part of any natural resource shall be brought to the surface of the land an amount of money of a value equal to the value of such part of such resource as it lay in the ground; payments to be made periodically at times fixed by the Lessors; the amount payable to be fixed by the Lessors, or by the Community, if and whenever there is an organized Community in existence, subject to revision by arbitration as provided in said declaration of trust in respect to rent.

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4. To permit the Lessors in their discretion, in the name and behalf of the Lessee, to apply for and prosecute any proceedings for an abatement of any tax or assessment assessed to the Lessee which under the terms of the lease would be payable by the Lessors.

5. To permit all or any part of the leased premises, including improvements thereon, to be restricted in its private use, or taken for public use, by the Community, in such manner as its form of organization may provide, under the conditions stated in said declaration of trust, or by the Lessors if and whenever there is no organized Community in existence.

6. During the continuance of this lease not to cut or intentionally injure or destroy any tree growing on the demised premises that is more than four (4) inches in diameter at a point eighteen (18) inches above the ground, without the written consent of the Lessors, except that trees which were not growing on the demised premises January 1, 1921, may be cut and removed by the Lessee.

The Lessors covenant with the Lessee:

To apply all income (not including payments for natural resources) received from all real estate from time to time held by them under said declaration of trust to the following purposes in the order specified:

(A) To the payment in full, or ratably if they cannot pay in full, of all taxes and assessments that may be lawfully assessed upon all the land from time to time held by them and upon all improvements thereon, whether assessed as real estate or personal property, and of all interest upon any mortgage or other incumbrance covering such land or any of it;

(B) To such purposes and in such manner as the declaration of trust or any amendment thereof may from time to time provide.

It is agreed by the parties hereto:

(A) All improvements upon the demised premises made or acquired by the Lessee shall be and remain the property of the Lessee, and may at any time before the termination of the lease, if the rent is not then in arrears, be removed from the land by the Lessee or by any person acquiring the same from the Lessee, and if sold or otherwise transferred to a new tenant of the same land before the right of removal terminates may be held by the latter with the same right of removal as if made by him. The Lessee or the purchaser of any improvements shall upon removing them be bound to leave the land in as good condition as when the improvements were first erected, and the Lessors may require reasonable security therefor as a condition of permitting such removal. Any improvements not removed before the right of removal terminates shall become the property of the Lessors, who may, however, release the same and permit the removal thereof on such terms as they think fit.

(B) This lease shall be subject to such restrictions on the purposes for or the manner in which the land shall be used as the Lessors may therein provide, and may be terminated for violation of any such restrictions, or violation of such reasonable ordinances as the Community may from time to time enact and declare to be a cause for termination, and as the Lessors approve.

(C) This lease may be terminated at any time by the Lessors for breach of any covenant by the Lessee continued for thirty (30) days after notice in writing demanding performance, delivered at or posted on the premises, except that there shall be no such termination for breach of the Lessee's covenant numbered 2 unless the ordinance or regulation violated is approved by the Trustees and declares that its violation shall be a cause for termination.

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(d) The Lessee may at any time terminate this lease by not less than sixty (60) days' notice in writing delivered to or posted, with postage prepaid, to the Lessors, but such termination shall not release the Lessee from obligation to pay the full year's rental if the termination takes place in the course of a year.

IN WITNESS WHEREOF, the Lessors as Trustees as aforesaid and not individually and the above-named Lessee hereunto set their hands and common seal, which each of them hereby adopts, this _____ day of _____

, A.D. 19 _____

Commonwealth of Massachusetts.

ss.

19 _____

Then personally appeared the above-named _____ and
acknowledged the foregoing instrument to be his free act and deed,

Before me,

CONSTITUTION

Preamble.

We, residents or leaseholders of Shakerton, in order to establish a social system of progress, industry and mutual helpfulness, hereby organize a body politic under the following Constitution:

ARTICLE 1. *Constitution.*

This Community shall be known as Shakerton, and its communal affairs, except as already provided for in the declaration of trust, shall be administered by the people of Shakerton in public meeting assembled, and by such officers as they shall elect.

ARTICLE 2. *Communal Meeting.*

Every natural person who is a leaseholder or resident of Shakerton not less than twenty-one (21) years of age, without discrimination on account of sex, and the wife or husband of any leaseholder, shall be a member of the community and entitled to a voice and vote at all meetings, except that no one, besides those above referred to, shall be a member unless registered as a voter in the town of Ayer, provided such person has registered his or her name and legal address on the books of the community kept for the purpose. Each member shall have one vote as representing himself and not more than nine (9) as proxy for other members. The Chairman may vote. Three persons present in person shall constitute a quorum.

A regular meeting shall be held on the second Saturday of every month, at 7.30 p.m. Public notice shall be given of any change in the date, place or hour of meeting.

A special meeting shall be called by the Chairman of the Council upon request in writing signed by five (5) or more of the residents or leaseholders. The communal clerk shall notify all leaseholders of such special meeting, stating the time and object.

ARTICLE 3. *Council.*

A Council, consisting of three (3) councillors, shall be elected by the communal meeting, under the Hare-Spence system of proportional representation.

This Council shall serve until another is elected, and elections shall always be for the entire Council, and not for individual councillors separately. Such election shall be held whenever the communal meeting by a majority of those voting determines to hold an election.

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The Council shall elect its own Chairman, and shall appoint a Treasurer, subject to confirmation by the communal meeting, a Clerk, and also such other officials as the communal meeting may authorize, all of whom shall serve until their successors are appointed and have accepted. These officials shall not be remunerated except by the specific authority of the communal meeting.

The Council shall administer the affairs of the community, subject to the authority of the communal meeting, and the provisions of the declaration of trust. It shall allot lands to applicants in the order of application, unless otherwise instructed by the communal meeting, and shall make yearly assessments of rent for the use of such lands, subject to appeal to the communal meeting. A statement of the aforesaid allotments and assessments shall be by them submitted to the Board of Trustees, with a recommendation that corresponding leases be made out and rents collected.

All orders for the expenditure of communal funds shall be signed by some one of the councillors and countersigned by another.

The Council shall appoint such standing committees and employ such persons as they may deem advisable, and undertake such public works, and expend such public funds as the communal meeting may authorize.

ARTICLE 4. *Communal Clerk.*

The Clerk shall be appointed by the Council, and shall perform such clerical duties as may be assigned to him. He shall also serve as clerk of the communal meeting, and shall keep minutes of each such meeting and submit them for correction or approval at the next meeting.

He shall receive applications for land, and keep a record of the same in order of application.

ARTICLE 5. *Treasurer.*

The Treasurer shall have charge of all communal funds not in the hands of the Trustees; shall keep accurate books of account, and shall submit the same for audit whenever requested by a Councillor or the communal meeting. He shall pay out communal funds only upon an order made out and signed by any one of the Councillors, and countersigned by another.

He shall give such bond as may be required by the Council.

The accounts both of the Trustees and of the Treasurer shall be audited, at least every twelve (12) months by a committee of three (3) appointed by the Chairman of the communal meeting.

ARTICLE 6.

This Constitution may be amended, altered or abrogated by a majority vote of those present and voting at any regular communal meeting or at any special meeting, provided that a written notice of such special meeting shall have been sent to every leaseholder at least a week before by mailing, postage prepaid, to his or her address as registered on the books of the community kept for the purpose.

ARTICLE 7.

This Constitution shall go into effect as soon as twenty (20) leaseholders have organized, or with the written approval of the Trustees whenever not less than ten (10) leaseholders have so organized.

SHAKERTON

NEW FORM OF RENT-CHARGE

KNOW ALL MEN BY THESE PRESENTS, that we, Roland B. Dixon and Fiske Warren, as trustees under a declaration of trust dated November 29, 1921, and recorded with Middlesex South District Deeds, book 4477, page 323, in consideration of land valued at two hundred thirty-five (235) dollars and fifty-nine (59) cents conveyed to said trustees by deed of even date herewith, hereby grant unto Marion Gay McLaren a yearly rent-charge of twenty (20) dollars and the additional amount, if any, hereinafter provided for to be issuing out of and chargeable upon all and singular the land situated in the Commonwealth of Massachusetts, record title to which is now, or may hereafter be, vested in said trustees, excluding in all cases the improvements of such land.

TO HAVE AND TO HOLD and receive the said rent-charge unto the said Marion Gay McLaren and her executors, administrators and assigns, to the use of Fiske Warren, his executors, administrators and assigns, for the term of one hundred (100) years from October 20th, 1922, such rent-charge to be payable by equal annual payments of twenty (20) dollars each on the 20th day of October in each year, the first payment to accrue on the twentieth day of October, 1923, and to be payable one year later without interest, provided, however, that each periodical payment shall be one-half of the amount specified above (increased or reduced according to changes in the value of money as provided below), unless and except so far as at the time it becomes payable there is available from the income of the trustees for the twelve months ending March 31 in which such payment accrued a surplus after making all payments from such income provided for in the declaration of trust, Article Third, Section 1, and the minimum payment for public uses provided for in said Article Third, Section 2; said conditional payments are hereby expressly charged upon any such surplus existing. Such conditional payments accruing in each twelve months' period ending March 31st are expressly charged upon any such surplus for said period, sharing pro rata therein; the amount of each instalment shall be subject to addition or diminution to correspond with the purchasing power of money at the end of the twelve months' period in which the payment accrues as estimated and determined by the trustees in comparison with the purchasing power of money on October 31, 1922; every such determination of the trustees, as well as their determination of the amount, if any, so payable, and every such determination of the amount of surplus for any twelve months' period, shall be final and conclusive.

And said trustees, for themselves and their successors in trust and assigns, hereby covenant with said Marion Gay McLaren, her executors, administrators and assigns, to pay to her or them the said rent-charge at the time and in the manner aforesaid, including such additional sum as aforesaid. It is understood and agreed that parts of the land herein charged have been leased by the trustees to tenants, and that the trustees may from time to time give other leases of parts of said land to tenants, pursuant to the terms of said declaration of trust, and that every lease now in force and every lease that may be given of any part of said land hereafter and before there is any default in payment of this rent-charge continued for sixty (60) days after demand in writing shall be and remain in full force and effect notwithstanding this rent-charge, the rights of the holder of this rent-charge being limited as to land so leased to perception of the rents reserved in such leases.

It is also expressly understood and agreed that the trustees have granted and may grant other rent-charges to be charged upon the land hereby charged or a part or parts of it at any time when no default exists in payment of this rent-charge and that any and every rent-charge hereafter so granted shall be entitled equally and pro rata with this rent-charge and without priority of one over the other.

SHAKERTON

In case of default in the payment of any instalment of this rent-charge continued for sixty (60) days after demand in writing, the owner of this rent-charge shall be entitled to enter on the land charged and, subject to the rights of persons holding other rent-charges charged upon said land or a part thereof as above set forth and to the rights of tenants of said land or any part thereof, to take and receive the rents and profits thereof until all default in payment of this rent-charge is made good.

This instrument is made by said trustees as trustees and not individually and upon the express condition that neither said trustees nor any successors in trust shall be held individually liable for the payment of said rent-charge including any extra payment therein provided for, but that the holder or holders of said charge will look only to the trust property for satisfaction of any liability of said trustees hereunder.

IN WITNESS WHEREOF the said Roland B. Dixon and Fiske Warren, as trustees as aforesaid, hereunto set their hands and common seal, which each of them hereby adopts, this twentieth day of October, A.D. 1922.

Roland B. Dixon S.
Fiske Warren

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

November 22, 1922.

Then personally appeared the above named Fiske Warren and acknowledged the foregoing instrument to be his free act and deed in his said capacity, before me,

Bertha A. Patten,
Notary Public

My commission expires December 15, 1927.

ENCLAVE OF SHAKERTON

RENTAL ASSESSMENTS FOR YEAR ENDING MARCH 31, 1924, PAY-
ABLE ON OR BEFORE APRIL 1, 1923, TO FISKE WARREN,
AYER, MASSACHUSETTS

<i>Lessees</i>	<i>Area Acres</i>	<i>Rate per Acre</i>	<i>Total</i>
Katharine Cohen.....	.98	41.34	40.51
Marion G. McLaren.....	.62	42.40	26.29
Harold McNiff.....	4.95	10.10	50.00
Charles E. Stone.....	6.07	19.95	120.96
	12.62	18.84	237.76

You are hereby notified to pay your rent as shown on the above schedule.

Roland B. Dixon
Fiske Warren
Trustees

March 5, 1923.

SHAKERTON

MEMBERS OF SHAKERTON

Katharine Cohen
John McLaren
Marion Gay McLaren

Harold McNiff
Charles E. Stone
Martha D. Stone

FINANCIAL STATEMENT OF TRUSTEES OF SHAKERTON FOR YEAR ENDING MARCH 31, 1923

<i>Receipts</i>	
Balance, March 31, 1922.....	\$ 45.88
Rents.....	382.21
Interest.....	61.49
	\$489.58
<i>Expenses</i>	
Taxes.....	\$ 17.52
Refunds.....	113.55
Interest.....	95.02
	\$226.09
Balance, March 31, 1923.....	\$263.49

ARDENTOWN

In the Spring of 1922 negotiations for the purchase of land contiguous to Arden were begun by a group of Ardenfolk, which resulted in the purchase of 109.79 acres, under mortgage, by eight of the Ardenfolk. This area included two small parcels of six or seven acres each and the main tract of 97 acres. The legal existence of the enclave known as Ardentown began December 23, 1922, when the papers creating the deed of trust were signed. Rapid development has followed. Roads now extend through the entire enclave. Plots of about a half acre each have been laid out. Seventy-five lots are under lease, only thirty-four remaining unlet. Fourteen dwellings have been built. The rentals amount to about \$2,900. The Arden Water Company has laid a four-inch main into Ardentown and is laying connecting pipes, its system already extending nearly the entire length of the enclave from the Arden border to the Baltimore and Ohio Railroad. The purchase of \$100 worth of stock of the Water Company is necessary to entitle a lessee to the connections and the use of water. The old mill property has been surveyed, and arrangements have been completed to put the old mill dam, race and pond into shape. A twenty-two foot water wheel has been ordered, and the old mill will be renovated and made into a permanent pumping station. In the Spring of 1924 there will be further work on roads and sidewalks, planting of trees by the roadside, and building two new bridges.

The success of the Raiffeisen Gild of Arden has led to the organization in Ardentown on June 4, 1923, of the Raiffeisen Gild Two, which in all essential features is the counterpart of the former. The officers are H. D. Albright, Gildmaster; Frank Stephens, Clerk. The Council consists of H. D. Albright, Florence Garvin, Lena Hurlong, Jean Worthington, W. P. Worthington.

DEED OF TRUST

THIS INDENTURE made the twenty-third day of December, A.D. 1922,

BETWEEN, WILLIAM F. KURTZ, Trustee, of the City of Wilmington, County of New Castle and State of Delaware, party of the first part; and GEORGE FRANK STEPHENS, WILLIAM WORTHINGTON, JR., and DONALD STEPHENS, of the Town of Arden, Brandywine Hundred, New Castle County and State of Delaware, parties of the second part.

WHEREAS, Haines D. Albright and wife, Edwin S. Ross and Katharine F. Ross, his wife, Donald Stephens and wife, George Frank Stephens and wife, Robert P. Woolery and wife, William Worthington, Jr., and wife, and Walter Sweeting and wife, by their Indenture bearing even date herewith but previously executed

ARDENTOWN

and delivered have conveyed unto William F. Kurtz, party of the first part hereto in fee simple, in trust, however, to convey forthwith unto the parties of the second part, or the survivor of them, and their successors in office, the hereinafter described premises, subject to the trusts, provisions and covenants hereinafter set forth; now

THIS INDENTURE WITNESSETH, that for and in consideration of the premises and in pursuance of the authority and directions expressed in the before mentioned deed, as well as for and in consideration of the sum of One Dollar lawful money to the party of the first part in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said George Frank Stephens, William Worthington, Jr., and Donald Stephens, their heirs and assigns, as joint tenants and not as tenants in common,

ALL those five certain lots, pieces or parcels of land, situate in Brandywine Hundred, New Castle County and State of Delaware, most particularly bounded and described as follows, to wit:

(Here follows the description of the five lots.)

TOGETHER with all and singular the ways, woods, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, claim and demand, whatsoever of him the said party of the first part, in law, equity, or otherwise, howsoever, of, in and to the same, and every part and parcel thereof, *reserving* unto the said Haines D. Albright, Edwin S. Ross, Katharine F. Ross, Donald Stephens, George Frank Stephens, Robert P. Woolery, William Worthington, Jr., and Walter E. Sweeting, or the survivors of them, all of the buildings and improvements on the five lots, pieces or parcels of land hereinbefore granted and conveyed, it being the purpose and intention of the party of the first part hereto to convey the title to the bare land with the native grown trees thereon, exclusive of any buildings, fences, walls, cultivated trees and plants placed thereon by the handiwork of man, the title to which buildings, fences, walls, cultivated trees and plants shall remain vested in the said Haines D. Albright, Edwin S. Ross, Katharine F. Ross, Donald Stephens, George Frank Stephens, Robert P. Woolery, William Worthington, Jr., and Walter E. Sweeting, and sold, disposed of, and removed as if they were personal property.

TO HAVE AND TO HOLD the said lots, pieces or parcels of land, hereditaments and premises hereby granted, or mentioned, or intended so to be, with the appurtenances, unto the said parties of the second part, their heirs and assigns, to and for the only proper use and behoof of the said parties of the second part, their heirs and assigns forever, as joint tenants and not as tenants in common.

IN TRUST, nevertheless, for the following uses and purposes, and for them only:

To lease such portions of said land as may seem good to the said Trustees and their successors to such persons and for such terms as they, the said Trustees, shall determine, the lease in each case to reserve as rent the full rental value of the premises demised by the lease.

To pay all state and local taxes and licenses, except income taxes (if the Trustees so decide), out of and from the rents received, so far as these suffice.

To suffer all persons to whom land shall be leased as aforesaid to enjoy and use for common purposes such of the lands which are the subject of this deed as the Trustees shall not have demised to individuals or devoted to purposes other than common.

ARDENTOWN

To apply all money received by the Trustees as rents, in excess of the amount needed for paying the taxes and licenses aforesaid, first, in payment for the land herein conveyed, and, thereafter, to such common uses as in the judgment of the Trustees are properly public in that they cannot be left to individuals without giving some an advantage over others.

To supply all vacancies which may occur in their number, which it is intended shall always be, and continue to be, three, subject to the approval of a majority of those voting at a meeting of leaseholders, of which due notice has been given.

To amend this deed of trust, by a vote of a majority of the Trustees agreeing with a majority of those voting at a meeting of leaseholders, of which due notice has been given.

To declare the dissolution of this trust if at any time, in the judgment of a majority of the Trustees agreeing with a majority of those voting at a meeting of leaseholders of which due notice has been given, the community shall not warrant its continuance, to sell the land aforesaid, free and clear of this trust, and after paying all debts to devote the purchase money to such purpose or purposes as shall be approved by said Trustees.

At any time during the continuance of this trust, within their sole discretion, to sell and convey the hereinbefore described tract or parcel of land designated as No. 5 in this deed, either at public or at private sale, and for such price or prices as to the Trustees shall seem sufficient, with power and authority on the part of said Trustees or a majority of them to execute, acknowledge and deliver a deed to the purchaser or purchasers thereof in fee simple, free and clear of this trust and without liability on the part of such purchaser or purchasers as to the application, non-application or misapplication of the purchase money. The proceeds of such sale, if made, shall be applied by the Trustees on account of the mortgage indebtedness on the property herein described and held in trust by them, and if said mortgage indebtedness has been paid in full, then to the other purposes of the trust as herein declared.

It is hereby expressly declared that upon all questions requiring the exercise of discretion on the part of the Trustees, the action of a majority shall be valid and binding upon all, after an opportunity has been given to all to express their opinions.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal, dated the day and year aforesaid.

Signed, sealed and delivered in the presence of

Barnet Gluckman

William F. Kurtz

{ S. }

Trustee

State of Delaware }
County of New Castle } ss.

BE IT REMEMBERED that on this Twenty-third day of December in the year of our Lord one thousand nine hundred and twenty-two, personally came before me, Barnet Gluckman, a Notary Public for the State of Delaware, William F. Kurtz, Trustee, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his Deed.

GIVEN under my hand and seal of office, the day and year aforesaid.

Barnet Gluckman,

Notary Public

ARDENTOWN

ARDENTOWN LEASE

This agreement made this _____ day of _____ 19 ____
witnesses that _____ leases from the Trustees of Ardentown the lot
of land in Ardentown, Brandywine Hundred, New Castle County, Delaware,
situated _____ numbered
on town plan plot _____, containing about _____ square feet,
for _____ years, at a yearly rental, payable in advance on the
25th day of March, of _____ dollars, to 25th March, 19 ____, and
thereafter of such amount as shall be assessed against it by the Trustees, unless
otherwise determined by arbitrators, one to be chosen by the Trustees, one by the
lessee and a third by these two so chosen. And the said assessment shall equal
as nearly as possible the full rental value of the land, excluding improvements,
and the rental so collected shall be expended in the payment of taxes and licenses
according to the deed of trust and amendments thereof so far as said rentals shall
suffice, so that the leaseholders shall be exempt and free to that extent, and also
in payment for the land of Ardentown, and thereafter for such communal pur-
poses as are properly public in that they cannot be left to individuals without giving
some an advantage over others.

And the said lessee may terminate this lease by giving two months' written
notice to the Trustees on or before the 25th day of January in any year, where-
upon this lease shall expire on the 25th day of March thereafter, and the said lessee
may remove, sell or otherwise dispose of such improvements as have been made
upon the land, provided it be left in as good condition as when the lease began.
And the said Trustees or their agent may terminate this lease on sixty days' written
notice if the lessee shall fail to pay the rent at the times agreed upon, or if
_____ or any one for whom _____ responsible shall hunt or
fish on any of the lands of Ardentown, or cut timber without written leave from the
Trustees, or fence in woodland, or keep the land in such disorder, or use it in such
manner, as shall be injurious to the rights of others in the opinion of a majority of
those voting at a meeting of leaseholders.

And if no such notice be given by the lessee, the Trustees, or their agent, this
lease shall continue from year to year upon the same terms as above, and all rights
and liabilities herein given to or imposed upon either of the parties hereto shall
extend to the heirs, executors, administrators, successors and assigns of the lessee
and to the successors of the Trustees.

This lease shall be transferable only with the consent of the Trustees, and a
transfer thereof or of any part of the land herein leased without the consent of the
Trustees shall be void.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals.

Signed, sealed and delivered in the presence of

..... { S. }
..... { S. }
..... { S. }
..... { S. }

ARDENTOWN
RULES OF THE RAIFFEISEN GILD TWO
A VILLAGE CREDIT UNION
NAME AND LOCATION

This village credit union shall be called the Raiffeisen Gild Two and shall be located at Arden, Delaware.

OBJECT

The object of the Gild shall be to lend money to its members by utilizing their credit through co-operation and the pledge of their unlimited liability in borrowing.

SECURITY

The security of the Gild shall be the *unlimited liability* of each of its members for all indebtedness incurred before or during his or her membership, which liability is to be assumed by his or her heirs, executors and administrators.

MEMBERSHIP

The membership shall consist of the original organizers and such leaseholders and residents of Arden, Ardentown and vicinity as shall be elected by a unanimous vote of the Council, or, upon appeal, by a majority vote of the Gild members.

A member may withdraw from the Gild at any time upon written notice to the Council acknowledging his liability and that of his heirs, executors and administrators for indebtedness of the Gild incurred prior to his withdrawal.

A member may be expelled from the Gild by majority vote of the members, without release from liability of any kind, for non-payment of principal or interest, or for conduct injurious to the credit of the Gild.

Or, if the Council notify a member that his or her name will be dropped from the membership roll unless he or she signifies a desire to continue as a member of the Gild, and if proof of the delivery of such a letter is shown, the Council may drop such a person from the membership roll at the expiration of thirty days, without release from liability of any kind.

OFFICERS

The officers shall be a Council of five, three Inspectors and a Clerk, to be elected by the Gild, each officer to serve only until a successor is elected in his place.

The Council, all of whom shall be members of the Gild, shall elect one of their number as Gild Master, shall meet at least once a month and upon the call of the Gild Master, and shall borrow money upon their joint promissory note upon the credit of the Gild, shall have charge of such money and make loans of same for such time as they think good and to such members on written application, stating amount and duration of loan desired and some productive purpose or saving to the borrower which the Council approves, such loan to be secured by a note signed by two satisfactory sureties.

The Council shall accept repayment of a loan or of any portion of it at any time during its continuance at the option of the borrower.

ARDENTOWN

The Council may recall a loan when any part of it is used otherwise than as arranged for or upon the expulsion of a member.

The Council shall make no loan except by unanimous vote and no loan to any officer except with the written consent of a majority of the members.

The Council shall collect from the borrowers their proportion of the expenses of management in excess of the income received by the Gild.

The Clerk, who need not be a member of the Gild, shall keep a roll of the members, a record of all meetings of Gild and Council, and a record of all moneys borrowed or lent and of all promissory notes.

The Inspectors, who need not be members of the Gild, shall appoint one of their number chairman and shall meet at least once every three months upon call of the chairman to examine the business done by the Council, its minutes, its accounts, its loans and its compliance with the rules of the Gild, and shall report to the members at the annual meeting, and at any other time upon the written request of one-third of the members.

MEETINGS

The Annual Meetings of the Gild shall be held during the first week in May and upon call of the Gild Master. Special meetings shall be called by the Gild Master upon written request of one-third of the members. One-third of the membership shall constitute a quorum.

LIABILITY

These rules and such alterations and additions thereto as shall be made by majority vote of the members present at a meeting of which one week's notice has been given, shall bind the Gild and its members individually and all persons claiming through them respectively, to the same extent as if each member had subscribed his or her name and affixed his or her seal thereto and as though the rules contained a covenant on the part of himself or herself and his or her heirs, executors and administrators.

RESERVE FUND

No part of the funds of the Gild shall be divided as profit, bonus, dividend or otherwise among the members. Any surplus accruing after payment of running expenses and salary of Clerk shall be carried as a reserve fund. If any loss be incurred by the Gild, the members may vote such amount as they think desirable from the Reserve Fund toward the payment thereof. In no case shall any part of the Reserve Fund be divided among the members, though it may be invested by the Council or loaned upon the same terms as other moneys of the Gild. In case of the dissolution of the Gild, by majority vote of the members or otherwise, the Reserve Fund shall be devoted to some useful purpose in the district in which the Gild belongs, by majority vote at the meeting at which the dissolution takes place, or after the dissolution by those who were members of the last Council.

Application for Membership

Raiffeisen Gild Two

Arden, Delaware,.....192

I hereby apply for membership in the above-named Gild. I agree to make the payments required by its rules, and otherwise to be bound thereby.

Signature of Applicant.....

Occupation.....

Address

Signature of Witness.....

Admitted a member of the Raiffeisen Gild Two of Arden this
day of.....192 .

.....
Gildmaster

.....
Clerk

Application for Loan

Raiffeisen Gild Two

Arden, Delaware,

192

As a Member of Raiffeisen Gild Two of Arden I hereby
apply for a loan of Dollars (\$))
subject to the rules of the Gild.

I would like to repay this loan in instalments of Dollars
every month and the balance at the end of months

The purpose for which I desire the loan is

I offer as sureties the two persons named below

Signature

Address

Occupation

SURETIES.

Signature

Address

Occupation

Signature

Address

Occupation

Received 192

Approved 192

Clerk

ARDENTOWN

ASSESSMENT OF ARDENTOWN LAND RENTS FOR YEAR BEGINNING 25TH OF MARCH, 1923

Base Rate \$1.65 per 1000 100%

<i>Plot</i>	<i>Sq. Ft.</i>	<i>Rel. %</i>	<i>Base Rate</i>	<i>Cor.</i>	<i>High</i>	<i>Forest</i>	<i>Greens</i>	<i>Total</i>
150 Applied for.....	14,520	95	\$22.76				\$ 4.50	\$27.26
151 Applied for.....	7,840	93	12.03					12.03
152 Applied for.....	21,750	93	28.76				1.00	29.76
153 Applied for.....	5,000	91	7.51					7.51
155 Applied for.....	13,070	88	18.97	\$2.00				20.97
156 Applied for.....	23,520	85	32.93					32.93
157 Julius Kumme.....	19,670	83	27.40					27.40
158 Edw. E. Moore.....	8,030	81	10.73	2.00			1.00	13.73
159 Edw. E. Moore.....	5,800	81	7.75	2.00			3.45	13.20
160 A. E. Bosse.....	13,870	79	18.08	2.00			11.00	31.08
161 Applied for.....	13,100	77	16.64			\$4.00	4.60	25.24
161½ Applied for.....	15,000	96	23.70		\$ 6.00		1.00	30.70
162 Applied for.....	15,000	96	23.70	2.00	6.00			31.70
163 Applied for.....	20,000	97	32.00		8.00			40.00
164 C. F. Rosa.....	20,000	98	32.34		8.00			40.34
165 A. C. Rosa.....	20,000	99	32.69		8.00			40.69
166 Applied for.....	20,000	100	33.00		8.00			41.00
167 Robt. P. Woolery.....	19,700	100	32.50	2.00	11.82			46.32
168 R. Pietsch.....	20,400	100	33.66	2.00	12.20			47.86
169 R. Chambers.....	20,000	100	33.00		8.00			41.00
170 F. S. Lodge.....	20,000	100	33.00		8.00			41.00
171 Applied for.....	20,000	100	33.00		8.00			41.00
172 Applied for.....	20,000	100	33.00		8.00			41.00
173 Applied for.....	20,000	100	33.00		8.00			41.00
174 Applied for.....	20,000	100	33.00		8.00			41.00
175 Applied for.....	20,100	100	33.16		8.04			41.20
176 Applied for.....	20,160	100	33.26		8.06		1.00	42.32
177 Vincent McGee.....	10,616	95	16.67				1.00	17.67
178 L. Lapaterirri.....	20,000	96	31.68	2.00				33.68
179 Marinpietra.....	20,000	96	31.68					31.68
180 S. Ciotti.....	20,000	97	32.00					32.00
181 J. Malatesta.....	19,400	98	31.43					31.43
182 Applied for.....	17,300	98	28.13	2.00	6.92		1.00	38.05
195 Reserved.....	28,300	96	44.71	3.00			10.00	57.71
195ae Reserved.....	3,100	96	2.98	2.00			1.00	5.98
196 Reserved.....	14,000	96	22.18	2.00			10.00	34.18
199 J. Schaak.....	20,000	89	29.37					29.37
201 Reserved.....	25,330	92	38.50	2.00			15.40	55.90
202 Herman G. Kumme.....	20,000	87	28.80					28.80
203 Applied for.....	20,150	90	29.82					29.82
207 Applied for.....	20,000	85	28.05	2.00			8.00	38.05
208 Applied for.....	20,000	87	28.71	2.00			8.00	38.71
209 Applied for.....	38,800	88	56.26	3.00			1.00	60.26
210 W. P. Worthington.....	26,000	89	38.22	2.00			15.00	55.22
212 M. Wattenberg.....	20,000	86	28.40	2.00			6.25	36.65

ARDENTOWN

<i>Plot</i>	<i>Sq. Fl.</i>	<i>Rel. %</i>	<i>Base Rate</i>	<i>Cor.</i>	<i>High Forest Greens</i>	<i>Total</i>
213 D. Dunbar.....	20,000	86	28.40	2.00		30.40
217 W. F. Lodge.....	20,000	84	27.80	2.00		29.80
218 Applied for.....	20,000	78	25.74		6.25	38.24
219 Applied for.....	20,000	79	26.00		6.25	38.50
220 Applied for.....	20,000	81	26.80		6.25	39.30
221 Applied for.....	20,000	82	27.00		5.00	32.00
222 Applied for.....	20,000	83	27.40		5.00	32.40
223 Applied for.....	20,000	83	27.40	2.00	5.00	34.40
225 M. Woltenate.....	20,000	96	31.60	2.00		47.85
228 E. T. Dreibelbes.....	20,000	92	30.40		6.25	36.65
229 H. D. Ware.....	22,900	90	33.89		8.80	42.69
230 Applied for.....	18,900	88	27.40	2.00	9.50	38.90
236 Helen Harding.....	10,000	93	15.30			15.30
239 E. S. Ross.....	20,870	91	31.30	2.00	2.50	35.80
242 C. Houser.....	40,000	91	60.00	2.00		62.00
243 C. P. Buck.....	20,520	90	30.58	2.00		32.58
250 D. Stephens.....	15,600	86	22.15		4.50	33.85
251 R. Ridpath.....	20,000	86	28.40		6.25	34.65
252 W. Kumme.....	20,000	86	28.40		6.25	34.65
253 V. Uraddens.....	20,000	86	28.40	2.00	6.25	36.25
254 Applied for.....	20,000	86	28.40	2.00	6.25	36.65
255 Applied for.....	20,000	86	28.40		6.25	34.25

FINANCIAL REPORT

OF THE TREASURER OF THE COMMITTEE OF EIGHT
SEPTEMBER 29, 1922, TO MARCH 31, 1923

Receipts

Land Rent.....	\$ 527.53
Loan from Raiffeisen Gild Two.....	880.00
Price & Price, Surveyors.....	389.75
Wood Sales.....	146.50
	\$1,943.78

Expenses

Land Purchase.....	\$ 80.04
Improvements.....	342.91
Expense.....	115.67
Survey.....	1,189.75
	\$1,728.37
Balance, March 31, 1923.....	
	\$215.41

ADDENDUM

ENCLAVE OF HALIDON

Rental assessments for year ending March 31, 1924, payable on or before April 1, 1923, by check to Fiske Warren, Trustee, Harvard, Mass., or in cash to Stella W. Griffiths, Treasurer, Halidon.

<i>Lessees</i>	<i>Area Square Feet</i>	<i>Rate per 1000 Sq. Ft.</i>	<i>Total</i>
Charles W. Bancroft	31,410	.37	11.62
William Banks	43,560	.38	16.55
George H. Chapman	8,190	.37	3.03
Wallace I. Corbett	80,812	.37	29.90
Delmar L. Cousens	9,000	.37	3.33
Aaron L. Crockett	45,560	.38	16.55
Ernest Dube	40,000	.36	14.40
Irving Grace	43,560	.38	16.55
Homozelle M. Hornor	10,000	.35	3.50
Ruth C. Hyde	10,000	.35	3.50
Harry L. Johnson	103,362	.36	37.21
Grace P. Locke	15,000	.35	5.25
Charles A. Main	36,215	.37	13.40
Hadassah Montgomery	20,000	.19	3.80
Charles L. Pooler	21,780	.38	8.28
Clarence G. Pride	41,239	.38	15.67
Rufus Read	20,000	.19	3.80
	10,000	.23	2.30
Evaline A. Salsman	9,935	.19	1.89
Clara Southworth	9,997	.19	1.90
Henry E. Stanley	37,732	.36	13.58
Elenor G. Stephens	8,190	.37	3.03
Francis Stephens	10,026	.19	1.90
Alice Grace Storer	9,704	.24	2.33
Sherman Storer	20,000	.19	3.80
Julian D. Taylor	28,514	.35	9.98
Cornelia Warren Estate	10,000	.37	3.70
S. D. Warren Co.	132,450	.19	25.17
Fiske Warren			
Gordon and Inn	11,641	.31	3.61
Remainder	6,644,321	.16	1063.09
	7,520,198	.18	1542.62

You are hereby notified to pay your rent as shown on the above schedule.

COUNCIL OF HALIDON

Westbrook, Me., March 5, 1925

{

Wallace I. Corbett, *Chairman.*
 Stella W. Griffiths,
 Pascia Warren.

APPENDIX I¹

The index numbers, based on wholesale prices, used in computing this column, are since 1913 the revised index numbers of the United States Bureau of Labor Statistics, and are as follows:

1908	92
1909	96
1910	100
1911	94
1912	101
1913	100
1914	98
1915	101
1916	127
1917	177
1918	194
1919	206
1920	226
1921	147
1922	149

This column gives rent in terms of the value of a dollar in 1913. Inasmuch as the fiscal years of Arden, Tahanto, Free Acres and Halidon end in February or March, the index number used in converting their rents is that of the year preceding.

APPENDIX II

<i>Percentage of rent roll of</i>	<i>Takanto</i>	<i>Halidan</i>	<i>Shakerton</i>
To assessed value of land.....	19.7	29.2	34.0 ²
To assessed value of land and buildings	6.9	8.2	6.4 ²
To taxes on land.....	893.8	898.3	1,188.8 ²
To taxes on land and buildings.....	312.8	251.2	224.8 ²
To taxes on land and buildings and personalty.....	231.2	236.5	195.5 ²
Percentage of rent roll of Arden			
To assessed value of land.....			14
To assessed value of land and buildings.....			5
To taxes.....			286

¹ See pages 80, 115.

² 4.95 acres not assessed.

000985

HD
1313
.H9
W

Huntington, C. W.
Enclaves of
economic rent.

000985

HD
1313
.H9
W

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Enclaves of
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.H9
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